TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hub International Holdings, Inc.		06/13/2007	CORPORATION:
Hub International Parent Holdings, Inc.		06/13/2007	CORPORATION:
ABCO Insurance Underwriters, Inc.		06/13/2007	CORPORATION:
ABCO Premium Finance, Inc.		06/13/2007	CORPORATION:
American Coverage Administrators, Inc.		06/13/2007	CORPORATION:
Brewer & Lord Insurance Advisers, Inc.		06/13/2007	CORPORATION:
Claims Administration Corporation		06/13/2007	CORPORATION:
Coburn Insurance Agency, Inc.		06/13/2007	CORPORATION:
EBenefits Group LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub Insurance Partners		06/13/2007	PARTNERSHIP:
Hub International Florida, Inc.		06/13/2007	CORPORATION:
Hub International Group Northeast, Inc.		06/13/2007	CORPORATION:
Hub International Limited Partnership		06/13/2007	LIMITED PARTNERSHIP:
Hub International New England II, LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub International New England III, LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub International New England, LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub International Northwest, LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub International of California Insurance Services, Inc.		06/13/2007	CORPORATION:
Hub International Pennsylvania, LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub International Transportation Insurance Services, Inc.		06/13/2007	CORPORATION:

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Hub US Holdings, Inc.		06/13/2007	CORPORATION:
Hub-BHJ Insurance, Inc.		06/13/2007	CORPORATION:
Impact Select Group, Inc.		06/13/2007	CORPORATION:
National Premium Finance Company		06/13/2007	COMPANY:
Program Brokerage Corporation		06/13/2007	CORPORATION:
Satellite Acquisition Corporation		06/13/2007	CORPORATION:
Spectrum Financial Services, Inc.		06/13/2007	CORPORATION:
Talbot Financial Corporation		06/13/2007	CORPORATION:
THB Intermediaries, Inc.		06/13/2007	CORPORATION:
The Feitelberg Company, LLC		06/13/2007	LIMITED LIABILITY COMPANY:
The Feitelberg Company of Rhode Island, Inc.		06/13/2007	CORPORATION:
Hub International, Inc.		06/13/2007	CORPORATION:
Brewer & Lord LLC		06/13/2007	LIMITED LIABILITY COMPANY:
Hub International Midwest Limited		06/13/2007	CORPORATION:
Hub International Nevada Limited		06/13/2007	CORPORATION:
Hub International Northeast Limited		06/13/2007	CORPORATION:
Hub International Personal Insurance Ltd.		06/13/2007	CORPORATION:
Hub International Southwest Agency Limited		06/13/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	One Pierrepont Plaza, 7th Floor
Internal Address:	300 Cadman Plaza West
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2843308	HUB AMERICA
Registration Number:	2900083	HUB INTERNATIONAL
Serial Number:	77003462	HUB INTERNATIONAL
Serial Number:	77003444	HUB INTERNATIONAL

Serial Number:	77170066	HUBPRO
Registration Number:	0590585	REPRESENTING THE BUYER

CORRESPONDENCE DATA

Fax Number: (650)838-5136

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 838-3772

Email: emily.priest@shearman.com

Correspondent Name: Lucia Guh-Siesel

Address Line 1: Shearman & Sterling LLP

Address Line 2: 1080 Marsh Rd.

Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613-12251
NAME OF SUBMITTER:	Lucia Guh-Siesel
Signature:	/lucia guh-siesel/
Date:	06/14/2007

Total Attachments: 8

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Trademark Security Agreement***") dated June 13, 2007 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Borrower and the Parent have entered into a Credit Agreement dated as of June 13, 2007 (such agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the Lenders, the Initial L/C Issuer, the Initial Swing Line Lender, the Administrative Agent and the Collateral Agent.

WHEREAS, as a condition precedent to (i) the making of the Loans, (ii) the issuance of Letters of Credit by the Lenders under the Credit Agreement and (iii) the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of June 13, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and Credit Agreement and not otherwise defined herein are used herein as defined in the Security Agreement and Credit Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property Collateral of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "***Trademark Collateral***"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark constituting Material Intellectual Property Collateral owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(iv) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

HUB INTERNATIONAL HOLDINGS, INC. HUB INTERNATIONAL PARENT HOLDINGS, INC.
ABCO INSURANCE UNDERWRITERS, INC.
ABCO PREMIUM FINANCE, INC.
AMERICAN COVERAGE ADMINISTRATORS INC.
BREWER & LORD LLC
BREWER & LORD INSURANCE ADVISERS, INC.
CLAIMS ADMINISTRATION CORPORATION
COBURN INSURANCE AGENCY, INC.
EBENEFITS GROUP LLC
HUB INSURANCE PARTNERS
HUB INTERNATIONAL FLORIDA, INC.
HUB INTERNATIONAL GROUP NORTHEAST INC.
HUB INTERNATIONAL LIMITED PARTNERSHIP
HUB INTERNATIONAL MIDWEST LIMITED
HUB INTERNATIONAL NEVADA LIMITED
HUB INTERNATIONAL NEW ENGLAND II, LLC
HUB INTERNATIONAL NEW ENGLAND III, LLC
HUB INTERNATIONAL NEW ENGLAND, LLC
HUB INTERNATIONAL NORTHEAST LIMITED
HUB INTERNATIONAL NORTHWEST LLC
HUB INTERNATIONAL OF CALIFORNIA INSURANCE SERVICES, INC.
HUB INTERNATIONAL PENNSYLVANIA LLC
HUB INTERNATIONAL PERSONAL INSURANCE LTD.
HUB INTERNATIONAL SOUTHWEST AGENCY LIMITED
HUB INTERNATIONAL TRANSPORTATION INSURANCE SERVICES INC.
HUB U.S. HOLDINGS, INC.
HUB-BHJ INSURANCE, INC.
IMPACT SELECT GROUP, INC.
NATIONAL PREMIUM FINANCE COMPANY

PROGRAM BROKERAGE CORPORATION
SATELLITE ACQUISITION CORPORATION
SPECTRUM FINANCIAL SERVICES, INC.
TALBOT FINANCIAL CORPORATION
THB INTERMEDIARIES, INC.
THE FEITELBERG COMPANY LLC
THE FEITELBERG COMPANY OF RHODE ISLAND, INC.

By _____
Name: Marianne D. Paine
Title: Vice President

HUB INTERNATIONAL INC.

By _____
Name: Marianne D. Paine
Title: Vice President

By _____
Name: W. Kirk James
Title: Vice President & Assistant Treasurer

PROGRAM BROKERAGE CORPORATION
SATELLITE ACQUISITION CORPORATION
SPECTRUM FINANCIAL SERVICES, INC.
TALBOT FINANCIAL CORPORATION
THB INTERMEDIARIES, INC.
THE FEITELBERG COMPANY LLC
THE FEITELBERG COMPANY OF RHODE ISLAND, INC.

By _____
Name: Marianne D. Paine
Title: Vice President

HUB INTERNATIONAL INC.

By _____
Name: Marianne D. Paine
Title: Vice President

By _____
Name: W. Kirk James
Title: Vice President & Assistant Treasurer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
individually as the Collateral Agent

By:
Name:
Title: Eugene F. Martin
Vice President
Morgan Stanley Senior Funding, Inc

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARKS

Owner / *Client*	Trademark / *File Reference*	Country / *Next Renewal Due*	Appn. Date / *Reg. Date*	Appn. No. / *Reg. No.*	Status / *Sub Status*
United States of America					
Hub International Limited / *HUB INTERNATIONAL LIMITED*	**HUB AMERICA** / *992271*	United States of America / ***18 May 2014***	29 Apr 1999 / ***18 May 2004***	75/694690 / ***2,843,308***	Registered
HUB INTERNATIONAL LIMITED / *HUB INTERNATIONAL LIMITED*	**HUB INTERNATIONAL** / *993381*	United States of America / ***2 Nov 2014***	6 Mar 2000 / ***2 Nov 2004***	75/937,181 / ***2,900,083***	Registered
HUB INTERNATIONAL LIMITED / *HUB INTERNATIONAL LIMITED*	**HUB INTERNATIONAL (and design) (B&W)** / *062359*	United States of America	20 Sep 2006	77003462	published for opposition purposes
HUB INTERNATIONAL LIMITED / *HUB INTERNATIONAL LIMITED*	**HUB INTERNATIONAL (and design) (Color)** / *062348*	United States of America	20 Sep 2006	77003444	published for opposition purposes
HUB INTERNATIONAL LIMITED / *Hub International Limited*	**HUBPRO** / *070426*	United States of America	1 May 2007	77/170066	Pending

TRADEMARK
REEL: 003561 FRAME: 0576

Schedule 1
to Trademark
Security Agreement

Hub International Limited	**REPRESENTING THE BUYER**	United States of America	17 Apr 1948	71/554902	Registered
HUB INTERNATIONAL LIMITED	*010385*	***1 Jun 2014***	***1 Jun 1954***	***590585***	*renewed*