

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMWINS GROUP, INC.		06/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3208119	THERE'S A BETTER WAY.
Serial Number:	77195291	ARMORED CARPRO
Serial Number:	77195343	PIZZAPRO
Serial Number:	77195243	SCRAPPRO
Serial Number:	77195373	SPRINKLERPRO
Serial Number:	77195381	WELDING DISTRIBUTORPRO
Serial Number:	77113388	RISKCURE
Serial Number:	77198973	AMPRO

CORRESPONDENCE DATA

Fax Number: (704)353-3871
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704.331.5792
 Email: docket@kennedycovington.com
 Correspondent Name: Karl S. Sawyer, Jr.

OP \$215.00 3208119

Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.150
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/karl s sawyer jr/
Date:	06/21/2007

Total Attachments: 6
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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of June 8, 2007 by and between AMWINS GROUP, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 4064 Colony Road, Suite 450, Charlotte, North Carolina 28211 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Second Lien Credit Agreement dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among American Wholesale Insurance Holding Company, LLC, a Delaware limited liability company, as Parent, AmWINS Group, Inc., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Second Lien Collateral Agreement dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed under Applicable Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.


The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

AMWINS GROUP, INC., as Grantor

By: 
Name: Scott M. Purviance
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Aimee L. Jasinski, a Notary Public for said County and State, do hereby certify that Scott M. Purviance personally appeared before me this day and stated that (s)he is Vice President of AmWINS Group, Inc. and acknowledged, on behalf of AmWINS Group, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 6 day of June, 2007.


Notary Public

My commission expires:

11/16/08

Agreed and Accepted as of the 8th day of
June, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: William R. Goley
Name: William R. Goley
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>
AmWINS Group, Inc.	THERE'S A BETTER WAY	3,208,119
AmWINS Group, Inc.	ARMORED CARPRO	77/195291
AmWINS Group, Inc.	PIZZAPRO	77/195343
AmWINS Group, Inc.	SCRAPPRO	77/195243
AmWINS Group, Inc.	SPRINKLERPRO	77/195373
AmWINS Group, Inc.	WELDING DISTRIBUTORPRO	77/195381
AmWINS Group, Inc.	RISKCURE	77/113388
AmWINS Group, Inc.	BUILDERS RISKPRO	Common law marks
AmWINS Group, Inc.	PUBLIC ENTITY RISKPRO	Common law marks
AmWINS Group, Inc.	AMPRO	77/198973

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.