

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/29/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AXIS Capital, Inc.		06/29/2007	CORPORATION: NEBRASKA

**RECEIVING PARTY DATA**

Name:	Sandhurst Asset Management
Street Address:	800 Connecticut Avenue
Internal Address:	c/o Whitecap Advisors LLC
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76397039	AXIS CAPITAL, INC.

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 715-9356  
 Email: lvellut@kramerlevin.com  
 Correspondent Name: Laetitia Vellut, Esq.  
 Address Line 1: 1177 Avenue of the Americas  
 Address Line 2: Kramer Levin Naftalis & Frankle LLP  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	059546-00017
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NAME OF SUBMITTER:	Laetitia Vellut
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CH \$40.00 76397039

Signature:	/laetitia vellut/
Date:	07/17/2007
<b>Total Attachments: 6</b> source=AXIS CAPITAL Security Agreement#page1.tif source=AXIS CAPITAL Security Agreement#page2.tif source=AXIS CAPITAL Security Agreement#page3.tif source=AXIS CAPITAL Security Agreement#page4.tif source=AXIS CAPITAL Security Agreement#page5.tif source=AXIS CAPITAL Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2007, by AXIS Capital, Inc., a Nebraska corporation (the "Grantor"), in favor of Sandhurst Asset Management, LLC, as agent for the Secured Parties (as defined below) (the "Agent").

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower, and Agent, as agent for the lenders party thereto (the "Lenders" and, together with Agent, the "Secured Parties"), the Secured Parties have agreed to make one or more loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is required to be party to a Pledge and Security Agreement dated as of the date hereof in favor of the Agent (the "Pledge and Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement and to induce the Secured Parties to make the loan(s) to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

***Section 2. Grant of Security Interest in Trademark Collateral***

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

***Section 3. Pledge and Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AXIS CAPITAL, INC.

By Gordon Glade  
Name: Gordon Glade  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:


SANDHURST ASSET MANAGEMENT, LLC,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGEMENT

STATE OF Nebraska )  
  ) ss.  
COUNTY OF Hall )

On this 27<sup>th</sup> day of June, 2009, before me personally appeared, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AXIS Capital, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Nathan P. Pfeifer  
Notary Public  GENERAL NOTARY - State of Nebraska  
NATHAN P. PFEIFER  
My Comm. Exp. Jan. 27, 2010

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

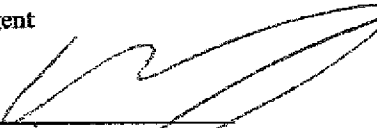
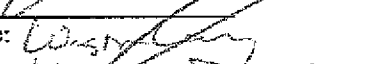
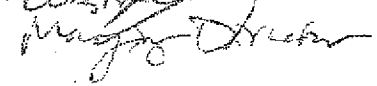
Very truly yours,

AXIS CAPITAL, INC.

By \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

SANDHURST ASSET MANAGEMENT, LLC  
as Agent

By:   
Name:   
Title: 

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AXIS Capital, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
*Trademark Registrations*

<u>Mark</u>	<u>Registration Number</u>
Axis Capital, Inc.	761397039

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 76/397039

AUG 26 2002

APPLICANT: Axis Capital, Inc.

CORRESPONDENT ADDRESS:  
AXIS CAPITAL, INC.  
202 W. 3RD STREET  
GRAND ISLAND, NE 68802

RETURN ADDRESS:  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513  
ecom103@uspto.gov

If no fees are enclosed, the address should include the words "Box Responses - No Fee"

MARK: AXIS CAPITAL, INC.

CORRESPONDENT'S REFERENCE/DOCKET NO: N/A

Please provide in all correspondence:

CORRESPONDENT EMAIL ADDRESS:  
N/A

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and email address.

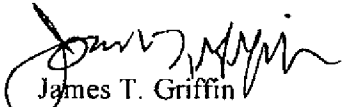
RE: Serial Number 76/397039

EXAMINER'S AMENDMENT

In accordance with the authorization granted by Gordon Glade on August 22, 2002, the application has been AMENDED as indicated below. Please note that if the identification of goods or services has been amended below, any future amendments must be in accordance with 37 C.F.R. 2.71(a); TMEP section 1402.07(e). No response is necessary unless there is an objection to the amendment. If there is an objection to the amendment, the applicant should notify the examining attorney immediately.

The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

No claim is made to the exclusive right to use CAPITAL, INC. apart from the mark as shown.

  
James T. Griffin  
Examining Attorney  
Law Office 103  
703-308-9103, ext. 126  
703-746-8103 (fax)