TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Claims Management, Inc.		09/06/2007	CORPORATION: CALIFORNIA

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: 1

Property Type	Number	Word Mark
Registration Number:	3050171	ACM AMERICAN CLAIMS MANAGEMENT

CORRESPONDENCE DATA

900088706

Fax Number: (704)353-3698

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

704 331 5792 Phone:

dmillard@kennedycovington.com Email:

Correspondent Name: Karl S. Sawyer, Jr.

214 N Tryon St., Hearst Tower 47th Floor Address Line 1: Address Line 2: Kennedy Covington Lobdell & Hickman, LLP Address Line 4: Charlotte, NORTH CAROLINA 28202

13567.140 AM CLAIMS MGMT		
Karl S. Sawyer, Jr.		
/Karl S. Sawyer, Jr./		
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TRADEMARK

REEL: 003635 FRAME: 0044

Date:	10/05/2007
Total Attachments: 6 source=AmericanClsmMgmtFirstLien#page: source=AmericanClsmMgmtFirstLien#page: source=AmericanClsmMgmtFirstLien#page: source=AmericanClsmMgmtFirstLien#page: source=AmericanClsmMgmtFirstLien#page: source=AmericanClsmMgmtFirstLien#page:	2.tif 3.tif 4.tif 5.tif

TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Trademark Security Agreement (this "Agreement") dated as of September 6, 2007 by and between AMERICAN CLAIMS MANAGEMENT, INC., a California corporation (the "Grantor"), having its chief executive office at 701 B Street, San Diego, California 92101, 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 banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of August 8, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Arrowhead General Insurance Agency Holding Corp. (the "Parent"), Arrowhead General Insurance Agency, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a First Lien Collateral Agreement dated as of August 8, 2006 (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement") by and among the Parent, the Borrower, certain of the Subsidiaries of the Borrower party thereto and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

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) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on <u>Schedule A</u> or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on <u>Schedule B</u>, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
 - (iv) all products and proceeds of the foregoing.

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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 Pages Follow]

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IN WITNESS WHEREOF, the undersigned has executed this Agreement.

AMERICAN CLAIMS MANAGEMENT, INC., as Grantor

Title:

ACKNOWLEDGMENT

STATE OF Colifornia COUNTY OF Son Diego

I, Ronda M. Sedillo a Notary Public for said County and State, do hereby certify that Robert K. Schroner personally appeared before me this day and stated that (s)he is Georetry of American Claims Management, Inc. and acknowledged, on behalf of American Management, Inc. the due execution of the long.

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

Rotary Public Claims Management, Inc. the due execution of the foregoing instrument.

My commission expires:

[Signature Pages Continue]

R. M. SEDILLO COMM. #1510731 Notary Public California San Diego County

[First Lien Trademark Security Agreement]

Agreed and Accepted as of the day of September 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name:

WILLIAM R. GOLFY

Title:_____

WACHOVIA BANK. NATIONAL ASSOCIATION

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademarks and Trademark Applications:

Owner	Trademark or Trademark Application	Registration Or Application Number	Filing Date
American Claims Management, Inc.	ACM AMERICAN	3050171	12/28/2004
	CLAIMS MANAGEMENT		

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Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Licenses:

RECORDED: 10/05/2007

Name of Licensee/Licensor	Date	Trademark Licensed/Assigned	Description of Product License Applies
None			

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