

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Claims Management, Inc.		09/06/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288-0680		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3050171	ACM AMERICAN CLAIMS MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St., Hearst Tower 47th Floor		
<b>Address Line 2:</b>	Kennedy Covington Lobdell & Hickman, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	13567.140AMCLMSMGMT		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/Karl S. Sawyer, Jr./		

OP \$40.00 3050171

Date:

10/05/2007

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT  
(SECOND 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, 8<sup>th</sup> 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 Second 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 Second 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 Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (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.

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]

IN WITNESS WHEREOF, the undersigned has executed this Agreement.

AMERICAN CLAIMS MANAGEMENT, INC.,  
as Grantor

By: [Signature]  
Name: ROBERT K. SCHWARTZ  
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF California  
COUNTY OF San Diego

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

Witness my hand and official seal, this 6<sup>th</sup> day of September, 2007.

RMSedillo  
Notary Public

My commission expires:

8.30.08

[Signature Pages Continue]



[Second Lien Trademark Security Agreement]

Agreed and Accepted as of the  
6<sup>th</sup> day of September, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: William R. Goley  
Name: WILLIAM R. GOLEY  
Title: DIRECTOR  
**WACHOVIA BANK, NATIONAL ASSOCIATION**

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademarks and Trademark Applications:

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

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Licenses:

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