

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
Confie Seguros, Inc.		01/11/2008	CORPORATION: DELAWARE
Zeal Insurance Services, Inc.		01/11/2008	CORPORATION: CALIFORNIA
Practice Insurance Services, Inc.		01/11/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3098153	
Registration Number:	2175005	SOUTH COAST INSURANCE
Registration Number:	2375639	PERSONAL SERVICE INSURANCE
Serial Number:	77300663	
Registration Number:	3089107	OASIS INSURANCE SEGUROS
Registration Number:	3037218	OASIS INSURANCE

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergekohn.com

OP \$165.00 3098153

Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5125.168

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 01/22/2008

Total Attachments: 5
source=ConfieTMSA#page1.tif
source=ConfieTMSA#page2.tif
source=ConfieTMSA#page3.tif
source=ConfieTMSA#page4.tif
source=ConfieTMSA#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of January, 2008, by the entities listed on the signature page, each of which is a Credit Party as defined in the Credit Agreement (as defined below) (hereinafter individually and collectively, "Grantors"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders to (and defined in) the Credit Agreement ("Grantee"):

W I T N E S S E T H

WHEREAS, Confie Seguros Holding II Co., a Delaware corporation ("Borrower"), and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, Grantors are direct or indirect subsidiaries of Borrower and Grantors will benefit from the financial accommodations provided to Borrower pursuant to the Credit Agreement; and

WHEREAS, pursuant to that certain Guaranty dated the date hereof by and among Grantors, the other guarantors thereto and Administrative Agent, Grantors and such other parties have agreed to guarantee all of Borrower's Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantors, the other grantors thereto and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantors have granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire 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 created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

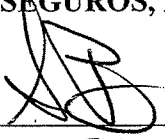
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantors and their successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns.

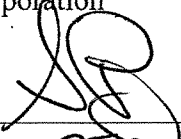
[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

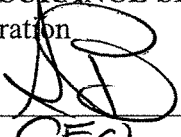
CONFIE SEGUROS, INC., a Delaware corporation

By  _____
Its CFO _____

ZEAL INSURANCE SERVICES, INC., a
California corporation

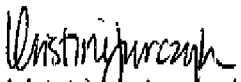
By  _____
Its CFO _____

PRACTICE INSURANCE SERVICES, INC., a
California corporation

By  _____
Its CFO _____




Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By 
Its VP

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

Grantor	Mark	Serial No.	Reg. No.	Reg. (Filing Date)
Zeal Insurance Services, Inc.		78654624	3098153	May 30, 2006
Zeal Insurance Services, Inc.	SOUTH COAST INSURANCE	75317328	2175005	July 21, 1998
Zeal Insurance Services, Inc.	PERSONAL SERVICE INSURANCE	75307255	2375639	August 8, 2000
Practice Insurance Services, Inc.		77300663	pending	October 10, 2007 (filing date)
Confie Seguros, Inc.		76587991	3089107	May 9, 2006
Confie Seguros, Inc.	OASIS INSURANCE	76587982	3037218	January 3, 2006