

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		06/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AMWINS HOLDINGS, LLC		
Street Address:	4725 PIEDMONT ROW DRIVE		
Internal Address:	SUITE 600		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2919605	AMWINS	
CORRESPONDENCE DATA			
Fax Number:	(704)339-3476		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-377-8176		
Email:	LPERES@RBH.COM		
Correspondent Name:	LAURA A. PERES		
Address Line 1:	101 N. TRYON ST.		
Address Line 2:	SUITE 1900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	16659.00110		
NAME OF SUBMITTER:	Laura A. Peres		
Signature:	/Laura A. Peres/		

CH 2919605 \$40.00

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TRADEMARK
REEL: 003825 FRAME: 0657

Date:

07/30/2008

Total Attachments: 7

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**PAYOFF LETTER
(SECOND LIEN)**

June 7, 2007

AmWINS Group, Inc.
4064 Colony Road, Suite 450
Charlotte, North Carolina 28211

Ladies and Gentlemen:

The undersigned, Madison Capital Funding LLC ("Madison Capital"), in its capacity as administrative agent (the "Existing Agent") for itself and certain other financial institutions (Madison Capital, individually and in its capacity as Existing Agent, and such other financial institutions are hereinafter referred to collectively as the "Existing Lender Group"), is party to that certain Second Lien Credit Agreement dated as of October 27, 2005 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

AmWINS Group, Inc., formerly known as American Wholesale Insurance Group, Inc. (the "Borrower"), has advised the Existing Lender Group that (i) all of the indebtedness and other obligations of the respective Loan Parties to the Existing Lender Group pursuant to the Credit Agreement and the other Loan Documents (the "Existing Credit Agreement Obligations") will be repaid, and (ii) all Existing Credit Agreement Obligations will be terminated. As of June 7, 2007 (the "Proposed Repayment Date"), the total amount of Existing Credit Agreement Obligations, including all accrued interest, principal, fees and expenses payable with respect thereto, will be \$ REDACTED (together with any per diem amounts to which the Existing Lender Group may be entitled pursuant to the immediately following sentence, collectively referred to herein as the "Repayment Amount"). If the Existing Agent does not receive the Repayment Amount by 2:00 p.m. (Chicago time) on the Proposed Repayment Date, the per diem increase in the Repayment Amount thereafter will be \$ REDACTED.

Payment of the Repayment Amount should be made by wire transfer of immediately available funds in accordance with the following instructions:

LaSalle Bank National Association
Chicago, Illinois 60603
ABA Routing Number:
Account Number:
Account Name: REDACTED
Reference:

In consideration of the payment in full of the Repayment Amount, the Existing Agent, for itself and on behalf of the Existing Lender Group, hereby (a) acknowledges and agrees that payment of the Repayment Amount will constitute payment in full of all of the Existing Credit Agreement Obligations and (b) agrees that, effective upon (i) payment in full of the Repayment Amount, and (ii) receipt by the Existing Agent of an executed counterpart to this letter from each Loan Party, all security interests and liens which any of the Loan Parties, including the Borrower, may have granted to the Existing Agent or any other member of the Existing Lender Group pursuant to the Credit Agreement and the other Loan Documents in, on or against any property or assets, as the case may be, of the Loan Parties shall be automatically released and terminated and the Loan Documents and all of the Existing Lender Group's other agreements, documents and instruments with each of the Loan Parties (collectively, the "Existing Loan Documents") shall automatically terminate; provided, that nothing herein is intended to terminate the obligations of any Loan Party under indemnification, expense reimbursement and other provisions of the Existing Loan Documents which by their express terms survive termination of the Existing Loan Documents, all of which obligations shall continue after the payment in full of the Repayment Amount in accordance with the applicable Existing Loan Document.

In consideration of the payment in full of the Existing Credit Agreement Obligations as set forth herein, at the Borrower's request and expense, the Existing Agent agrees, upon the Existing Agent's receipt of the Repayment Amount, to deliver to Borrower (or its designee) all original possessory collateral held by the Existing Agent. Upon the Existing Agent's receipt of the Repayment Amount, the Borrower and its designees shall be authorized at that time, without further action of any kind on the part of the Existing Agent or any other member of the Existing Lender Group, to file (i) termination statements with respect to all Uniform Commercial Code financing statements and (ii) all other terminations, releases and assignments in respect of collateral filings, in each case filed by or for the benefit of the Existing Agent or any other member of the Existing Lender Group against any of the Loan Parties in connection with the financing transactions contemplated by the Credit Agreement.

As of the date of payment in full of the Repayment Amount, each Loan Party hereby agrees that neither the Existing Agent nor any Existing Lender shall have any further obligations, liabilities, responsibilities, duties or commitments under the Credit Agreement, any other Existing Loan Document or any agreement or other document related to or contemplated by any thereof (other than this letter), and each Loan Party hereby terminates and forever releases the Existing Agent and each other member of the Existing Lender Group from any and all indebtedness, liabilities and other obligations under the Credit Agreement, each other Existing Loan Document and each agreement and other document related to or contemplated by any thereof (other than this letter).

The Existing Agent, for and on behalf of the Existing Lender Group, also further agrees to deliver at the request of the Borrower and at the sole cost and expense of the Loan Parties, such other termination statements, releases, instruments, documents and other agreements as the Borrower may reasonably request in connection with the Existing Lender Group's above-described termination and release of all security interests and liens granted pursuant to the Existing Loan Documents, to evidence and/or effect the release of all of the property and other assets securing the Existing Credit Agreement Obligations of the respective Loan Parties thereunder.

[signature pages follow]

Very truly yours,

MADISON CAPITAL FUNDING LLC,
as Existing Agent

By: _____

Name: Craig H Lacy

Title: Managing Director

ACKNOWLEDGED AND AGREED
as of June ___, 2007:

AMWINS GROUP, INC.,
a Delaware corporation

By: _____

Name:

Title:

AMERICANA PROGRAM UNDERWRITERS, INC.,
a Pennsylvania corporation

AMWINS ARIZONA HOLDING COMPANY, LLC,
a North Carolina limited liability company

AMWINS BROKERAGE OF ARIZONA, LLC,
a North Carolina limited liability company

AMWINS BROKERAGE OF THE CAROLINAS, LLC,
a North Carolina limited liability company

AMWINS BROKERAGE OF GEORGIA, LLC,
a North Carolina limited liability company

AMWINS BROKERAGE OF ILLINOIS, LLC,
a North Carolina limited liability company

AMWINS BROKERAGE OF NEW YORK, INC.,
a New York corporation

AMWINS BROKERAGE OF TEXAS, INC.,
a Texas corporation

AMWINS HOLDINGS, LLC,
a North Carolina limited liability company

AMWINS INSURANCE BROKERAGE OF CALIFORNIA, LLC,
a California limited liability company

AMWINS INSURANCE BROKERAGE OF LOS ANGELES, LLC,
a North Carolina limited liability company

[SIGNATURE PAGE TO PAYOFF LETTER (SECOND LIEN)]

TRADEMARK
REEL: 003825 FRAME: 0662

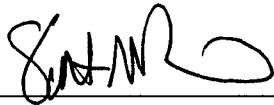
Very truly yours,

MADISON CAPITAL FUNDING LLC,
as Existing Agent

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of June 8, 2007:

AMWINS GROUP, INC.,
a Delaware corporation

By:  _____
Name: Scott M. Purviance
Title: CFO, Vice President and Secretary

AMERICANA PROGRAM UNDERWRITERS, INC.,
a Pennsylvania corporation
AMWINS ARIZONA HOLDING COMPANY, LLC,
a North Carolina limited liability company
AMWINS BROKERAGE OF ALABAMA, LLC,
a North Carolina limited liability company
AMWINS BROKERAGE OF ARIZONA, LLC,
a North Carolina limited liability company
AMWINS BROKERAGE OF THE CAROLINAS, LLC,
a North Carolina limited liability company
AMWINS BROKERAGE OF FLORIDA, INC.,
A Georgia corporation
AMWINS BROKERAGE OF GEORGIA, LLC,
a North Carolina limited liability company
AMWINS BROKERAGE OF ILLINOIS, LLC,
a North Carolina limited liability company
AMWINS BROKERAGE OF MICHIGAN, INC.,
a Michigan corporation
AMWINS BROKERAGE OF NEW JERSEY, INC.,
a New Jersey corporation
AMWINS BROKERAGE OF NEW YORK, INC.,
a New York corporation

[SIGNATURE PAGE TO PAYOFF LETTER]

TRADEMARK
REEL: 003825 FRAME: 0663

AMWINS BROKERAGE OF TEXAS, INC.,
a Texas corporation
AMWINS ENERGY SOLUTIONS, INC.,
a Delaware corporation
AMWINS HOLDINGS, LLC,
a North Carolina limited liability company
AMWINS INSURANCE BROKERAGE OF CALIFORNIA, LLC,
a California limited liability company
AMWINS INSURANCE BROKERAGE OF LOS ANGELES, LLC,
a North Carolina limited liability company
AMWINS INSURANCE BROKERAGE OF SAN FRANCISCO, LLC,
a North Carolina limited liability company
AMWINS SPECIAL RISK UNDERWRITERS, LLC,
a North Carolina limited liability company
BROKERNET USA, INC.,
a Rhode Island corporation
COMMUNITAS, INC.,
A Texas corporation
FLEET INSURANCE SERVICES INCORPORATED,
a Rhode Island corporation
MCALEAR ASSOCIATES, INC.,
an Ohio corporation
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC.,
a Rhode Island corporation
PROPERTY RISK SERVICES LLC,
a New Jersey limited liability company
SEABOARD UNDERWRITERS, INC.,
a North Carolina corporation
SPECIALTY PROGRAMS AND FACILITIES MANAGERS, INC.,
a California corporation
STEWART SMITH EAST, INC.,
a New York corporation
STEWART SMITH SOUTHWEST, INC.,
a Texas corporation
WEBTPA EMPLOYER SERVICES LLC,
A Texas corporation
WOODUS K. HUMPHREY & COMPANY, INC.,
a Louisiana corporation

By: _____

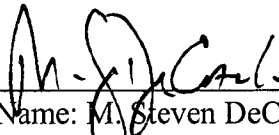
Name: Scott M. Purviance

Title: CFO, Vice President and/or Secretary of each of the foregoing

[SIGNATURE PAGE TO PAYOFF LETTER]

TRADEMARK
REEL: 003825 FRAME: 0664

AMERICAN WHOLESALE INSURANCE HOLDING COMPANY, LLC,
a Delaware limited liability company

By: 
Name: M. Steven DeCarlo
Title: Manager

[SIGNATURE PAGE TO PAYOFF LETTER]