

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
ZENITH ADMINISTRATORS, INC.		10/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AMALGAMATED BANK OF CHICAGO		
Street Address:	One West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1597781	ZENITH ADMINISTRATORS	
Registration Number:	1548720	ACCLAIM	
Serial Number:	77830175	APEX	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-602-5000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 N. Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	0302807		
NAME OF SUBMITTER:	Mark A. Paskar		
Signature:	/Mark A. Paskar/		

CH \$90.00 1597781

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TRADEMARK
REEL: 004093 FRAME: 0978

Date:

11/10/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 30, 2009 by ZENITH ADMINISTRATORS, INC., a Delaware corporation (the "Grantor"), in favor of AMALGAMATED BANK OF CHICAGO ("Lender").

RECITALS

A. The Grantor has entered into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make certain loans to Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, a security interest in substantially all the assets of the Grantor, including a security interest in all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, brands, names, logos, designs, trade dress and designations of origin owned by or on behalf of the Grantor, and trademark licenses, including but not limited to those referred to in Schedule 1 annexed hereto, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:


- (1) each trademark, trademark registration and trademark application, trade name, brand, name, logo, design, trade dress and designation of origin owned by or on behalf of the Grantor, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

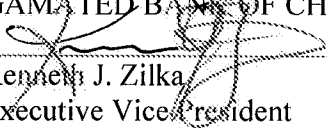
[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ZENITH ADMINISTRATORS, INC.

By: 
Name: John M. Corapi
Title: President and Chief Executive Officer

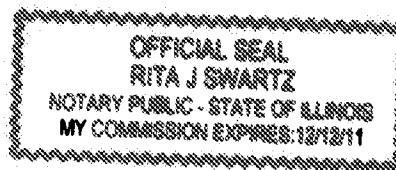
Acknowledged:

AMALGAMATED BANK OF CHICAGO,
By: 
Name: Kenneth J. Zilka
Title: Executive Vice President

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 29th day of October, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Zenith Administrators, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Rita J Swartz
Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
ZENITH ADMINISTRATORS	73/805,058	1,597,781	June 7, 1989	May 22, 1990
ACCLAIM	73/755,293	1,548,720	October 3, 1988	July 18, 1989
APEX	77/830,175		September 18, 2009	