

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmWINS Group, Inc.		10/15/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3678143	A	
Serial Number:	77831797	AMWINS	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.350.7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07000		
NAME OF SUBMITTER:	Betty G. Smith		

CH \$65.00 3678143

Signature:	/Betty G. Smith/
Date:	11/24/2009
Total Attachments: 6 source=TSA_AMWINS_2nd_lien_00000001#page1.tif source=TSA_AMWINS_2nd_lien_00000001#page2.tif source=TSA_AMWINS_2nd_lien_00000001#page3.tif source=TSA_AMWINS_2nd_lien_00000001#page4.tif source=TSA_AMWINS_2nd_lien_00000001#page5.tif source=TSA_AMWINS_2nd_lien_00000001#page6.tif	

**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of October 15, 2009 by and between AMWINS GROUP, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 4725 Piedmont Row Drive, Suite 600, Charlotte, NC 28210 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Second Lien Credit Agreement dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among American Wholesale Insurance Holding Company, LLC, a Delaware limited liability company, as Parent, AmWINS Group, Inc., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Second Lien Collateral Agreement dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

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) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed under Applicable Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark 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 page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

AMWINS GROUP, INC., as Grantor

By: [Signature]
Name: Scott M. Purviance
Title: VP

ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Mecklenburg

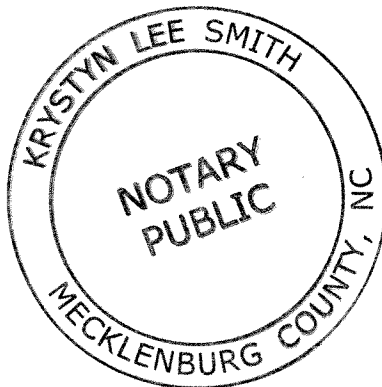
I, Krystyn Lee Smith, a Notary Public for said County and State, do hereby certify that Scott M. Purviance personally appeared before me this day and stated that (s)he is VP of AmWINS Group, Inc. and acknowledged, on behalf of AmWINS Group, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 15 day of October, 2009.

Krystyn Lee Smith
Notary Public


My commission expires:

August 27, 2012



Agreed and Accepted as of the 15th day of
October, 2009.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: M. E. Hyde
Title: Managing Director ISVP

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Ser. No./ Reg. No.	Owner	Filing Date	Reg. Date
A (Stylized)	3,678,143	AmWINS Group, Inc. (by assignment)	12/16/02	9/8/09
AMWINS (Stylized)	77/831,797	AmWINS Group, Inc.	9/22/09	

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.