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
Colemont Corporation		05/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
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:	3050598	COLEMONT INSURANCE BROKERS
Registration Number:	3045711	COLEMONT

CH $65.00 3050598

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

Signature:	/Betty G. Smith/
Date:	05/19/2010

Total Attachments: 6
source=Colemont - First Lien TMSA#page1.tif
source=Colemont - First Lien TMSA#page2.tif
source=Colemont - First Lien TMSA#page3.tif
source=Colemont - First Lien TMSA#page4.tif
source=Colemont - First Lien TMSA#page5.tif
source=Colemont - First Lien TMSA#page6.tif

TRADEMARK SECURITY AGREEMENT
(FIRST LIEN)

Trademark Security Agreement (this "Agreement") dated as of May 7, 2010 by and between COLEMONT CORPORATION, a Delaware corporation (the "Grantor"), having its chief executive office at 5910 N. Central Expressway Suite 400 Dallas, TX 75206 and WELLS FARGO BANK, NATIONAL ASSOCIATION (as successor by merger to 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 First 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 First 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.

COLEMONT CORPORATION, as Grantor

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

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 Purviance personally appeared before me this day and stated that (s)he is VP of Colemont Corporation and acknowledged, on behalf of Colemont Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 30 day of April, 2010.

Krystyn Lee Smith
Notary Public

My commission expires:

August 27, 2012

KRYSTYN LEE SMITH
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

Agreed and Accepted as of the 7th day of May, 2010.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: M. Hyde
Name: M.C. Hyde
Title: MD/SVP

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Owner	Filing Date	Reg. Date
Colemont (logo)	3,050,598	Colemont Corporation	1/25/05	1/24/06
Colemont	3,045,711	Colemont Corporation	11/18/04	10/25/05

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.