

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
Freeway Insurance Services, Inc.		09/30/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85042552	FREEWAY INSURANCE YOU'RE ALWAYS SAFE WITH US
Serial Number:	85042049	
Serial Number:	85042043	FREEWAY INSURANCE CON NOSOTROS SIEMPRE ESTA SEGURO
Serial Number:	85042032	FREEWAY INSURANCE IT'S THAT THING YOU'RE SPEEDING ON
Serial Number:	85041980	FREEWAY INSURANCE
Serial Number:	77897354	ALWAYS WIN WITH FREEWAY INSURANCE
Registration Number:	3834346	SIEMPRE GANA CON FREEWAY 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
 Correspondent Name: Nancy Brougher

900173546

**TRADEMARK
 REEL: 004293 FRAME: 0346**

OP \$190.00 85042552

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5125.168

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 10/08/2010

Total Attachments: 5
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**AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") amends that certain Trademark Security Agreement dated as of January 11, 2008 (the "Agreement") made by FREEWAY INSURANCE SERVICES, INC., a California corporation (formerly known as Practice Insurance Services, Inc., a California corporation, "Grantor"), and certain other grantors party thereto, in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc., "Grantee"), as Administrative Agent for the lenders (the "Lenders") party to the Credit Agreement (as defined below), and is made as of September 30, 2010.

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

WHEREAS, Grantor is a direct or indirect subsidiary of Borrower and Grantor will benefit from the financial accommodations provided to Borrower pursuant to the Credit Agreement; and

WHEREAS, pursuant to that certain Guaranty dated as of January 11, 2008 by and among Grantor, the other guarantors thereto and Administrative Agent, Grantor and such other parties have agreed to guarantee all of Borrower's Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of January 11, 2008 among Grantor, the other grantors thereto and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor 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 Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement; and

WHEREAS, since the date of Grantor's execution of the Agreement, Grantor has acquired interests in additional Trademarks; and

WHEREAS, Grantor and Grantee have agreed to amend the Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. Schedules. Schedule 1 as referred to in the Agreement is hereby supplemented by the schedule attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Agreement shall remain in full force and effect as executed.

3. Counterparts. This Amendment maybe executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

FREEWAY INSURANCE SERVICES, INC., a
California corporation (formerly known as Practice
Insurance Services, Inc.)

By *James M. Sclomun*
Its Executive Vice President

Agreed and accepted as of the date first
written above

GE BUSINESS FINANCIAL SERVICES
INC. (formerly known as Merrill Lynch
Business Financial Services Inc.), as
Administrative Agent

By _____
Its _____

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**FREEWAY INSURANCE SERVICES, INC., a
California corporation (formerly known as Practice
Insurance Services, Inc.)**

By _____
Its _____

Agreed and accepted as of the date first
written above

**GE BUSINESS FINANCIAL SERVICES
INC. (formerly known as Merrill Lynch
Business Financial Services Inc.), as
Administrative Agent**

By  _____
Its Kristina M. Jurczyk
Duly Authorized Signatory

SUPPLEMENT TO SCHEDULE 1

Grantor	Trademark	Serial No.	Registration No.	Reg./Filing Date
Freeway Insurance Services, Inc.	Freeway Insurance You're Always Safe with Us	85042552	NA	Pending – application filed 05/19/10
Freeway Insurance Services, Inc.	None (design only)	85042049	NA	Pending – application filed 05/18/10
Freeway Insurance Services, Inc.	Freeway Insurance Con Nosotros Siempre Esta Seguros	85042043	NA	Pending – application filed 05/18/10
Freeway Insurance Services, Inc.	Freeway Insurance It's that Thing You're Speeding ON	85042032	NA	Pending – application filed 05/18/10
Freeway Insurance Services, Inc.	Freeway Insurance	85041980	NA	Pending – application filed 05/18/10
Freeway Insurance Services, Inc.	Always Win With Freeway Insurance	77897354	NA	Pending – application filed 12/18/09
Freeway Insurance Services, Inc.	Siempre Gana Con Freeway Insurance	77897382	3834346	08/17/10