

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Risk Services, LLC		02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1455 Market Street, 5th Fl		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2467163	SRS COMPWORKS !	
Registration Number:	3538608	SRS CONNECT	
Registration Number:	2617363	SRS SPECIALTY RISK SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	Jim Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sakina Karkat		
Signature:	/Sakina Karkat/		

OP \$90.00 2467163

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Date:

03/01/2011

Total Attachments: 5

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Trademark Security Agreement

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated February 28, 2011 is made by the Person listed on the signature page hereof (the "Grantor") in favor of Bank of America, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Sedgwick Claims Management Services, Inc., an Illinois corporation (as successor by merger to Sedgwick Holdings, Inc., a Delaware corporation), and Sedgwick Holdings, Inc., a Delaware corporation (formerly known as Columbus Midco Holdings, Inc.), have entered into a Second Lien Credit Agreement dated as of May 28, 2010 (as amended by Amendment No. 1 dated as of February 28, 2011, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank of America, N.A., as Administrative Agent, and Barclays Capital, the investment banking division of Barclays Bank PLC, as Syndication Agent, and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to benefiting from the making of the Loans by the Lenders under the Credit Agreement the Grantor has executed and delivered that certain Security Agreement dated as of May 28, 2010 made by the parties thereto to the Collateral Agent (as supplemented by the Security Agreement Supplement dated as of November 1, 2010 and the Security Agreement Supplement dated the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each U.S. Trademark owned by the Grantor, including, without limitation, registrations and applications for registration, renewals and extensions thereof, and each U.S. Trademark registration and application therefor referred to in Schedule I hereto (provided that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the enforcement of rights granted under the Security Agreement could impair the validity or enforceability of such intent-to-use trademark application under applicable law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(b) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all

of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and equitable relief for past, present and future infringement or dilution with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and relief.

Notwithstanding the foregoing, "Trademark Collateral" shall not include, and this Trademark Security Agreement shall not constitute a grant of security interest in, any of the property or assets specified in the last sentence of Section 1 to the Security Agreement.

Section 2. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of the Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SPECIALTY RISK SERVICES, LLC

By: 
Name: Jason P. Hood
Title: EVP, Chief Legal Officer and Secretary

[Sedgwick - Trademark Security Agreement (Second Lien)]

TRADEMARK
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Accepted and agreed:

BANK OF AMERICA, N.A., as Collateral
Agent for the Secured Parties

By: 

Name: Peter Almond
Title: Director

[Sedgwick - Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 004487 FRAME: 0974

Schedule 1 to Trademark Security Agreement

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SRS COMPWORKS!	2467163	1999-09-24
SRS Connect	3538608	2004-12-15
SRS Specialty Risk Services & (New Design)	2617363	2001-03-23