

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARROWHEAD GENERAL INSURANCE AGENCY, INC.		03/04/2011	CORPORATION: MINNESOTA
Arrowhead General Insurance Agency Holding Corp.		03/04/2011	CORPORATION: DELAWARE
AGIA Premium Finance Company, Inc.		03/04/2011	CORPORATION: CALIFORNIA
Independent Consulting & Risk Management Services, Inc.		03/04/2011	CORPORATION: CALIFORNIA
Pacific Claims Service, Inc.		03/04/2011	CORPORATION: CALIFORNIA
Alexander Anthony Insurance, LLC		03/04/2011	LIMITED LIABILITY COMPANY: UTAH
American Claims Management, Inc.		03/04/2011	CORPORATION: CALIFORNIA
Superior Recovery Services, Inc.		03/04/2011	CORPORATION: CALIFORNIA
Premier Interpreting & Transportation, Inc.		03/04/2011	CORPORATION: CALIFORNIA
Investigation Solutions, Inc.		03/04/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street, 12th Floor
Internal Address:	South Tower, Royal Bank Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian Bank: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3702234	GROW WITH US
Registration Number:	3522491	

CH \$115.00 3702234

900186018

**TRADEMARK
 REEL: 004493 FRAME: 0782**

Registration Number:	2172436	ARROWHEAD
Registration Number:	3050171	ACM AMERICAN CLAIMS MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Zheng Bao
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35614/160

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: ZHENG BAO

Signature: /ZHENG BAO/

Date: 03/09/2011

Total Attachments: 7
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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of March 4, 2011 by and between ARROWHEAD GENERAL INSURANCE AGENCY, INC., a Minnesota corporation (the "Borrower") and the other Grantors party hereto (collectively, the "Grantor"), having its chief executive office at 701 B Street, Suite 2100, San Diego, California 92101, and ROYAL BANK OF CANADA, as Administrative Agent (the "Administrative Agent"), with offices at 200 Bay Street, 12th Floor, South Tower, Royal Bank Plaza, Toronto, Ontario, M5J 2W7 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of March 4, 2011 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Arrowhead General Insurance Agency Holding Corp., (the "Parent"), the Grantor (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Second Lien Collateral Agreement dated as of March 4, 2011 by and among the Parent, the Borrower, certain of the Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

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:

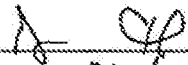
- i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License 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.

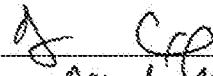
[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.


**ARROWHEAD GENERAL INSURANCE
AGENCY HOLDING CORP.**

By: 
Name: David M. Armstrong
Title: _____


**ARROWHEAD GENERAL INSURANCE
AGENCY, INC.**

By: 
Name: David M. Armstrong
Title: _____


AGIA PREMIUM FINANCE COMPANY, INC.

By: 
Name: CHRIS WALKER
Title: _____

**INDEPENDENT CONSULTING & RISK
MANAGEMENT SERVICES, INC.**

By: 
Name: CHRIS WALKER
Title: _____

PACIFIC CLAIMS SERVICE, INC.

By: 
Name: David M. Armstrong
Title: _____

ALEXANDER ANTHONY INSURANCE, LLC

By: [Signature]
Name: David M. Armstrong
Title: _____

AMERICAN CLAIMS MANAGEMENT, INC.

By: [Signature]
Name: David M. Armstrong
Title: _____

SUPERIOR RECOVERY SERVICES, INC.

By: [Signature]
Name: David M. Armstrong
Title: _____

PREMIER INTERPRETING &
TRANSPORTATION, INC.

By: [Signature]
Name: David M. Armstrong
Title: _____

INVESTIGATION SOLUTIONS, INC.

By: [Signature]
Name: David M. Armstrong
Title: _____

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

Schedule A to the Trademark Security Agreement

Owner	Trademark or Trademark Application	Registration or Application Number	Filing Date
Arrowhead General Insurance Agency, Inc.	GROW with us (tagline)	3702234	Registered 10/27/2009
Arrowhead General Insurance Agency, Inc.	Arrowhead General Insurance Agency, Inc. (Logo)	3522491	Registered 10/21/2008
Arrowhead General Insurance Agency, Inc.	ARROWHEAD	2172436	Registered 7/14/1998
American Claims Management, Inc.	American Claims Management (Name and Logo)	3050171	Registered 1/24/2006

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Licenses:

Name of Licensee/Licensor	Date	Trademark Licensed/Assigned	Description of Product License Applies
Arrowhead has granted a limited license to independent insurance producers, wherein the producers are allowed to post the Arrowhead logo on their website for advertising purposes.			