

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
National Employee Benefit Companies, Inc.		08/18/2011	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85325870	RETIREE BENEFIT CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(704)343-2300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724.0479		
NAME OF SUBMITTER:	Betty G. Smith		
Signature:	/Betty G. Smith/		

OP \$40.00 85325870

Date:

09/02/2011

Total Attachments: 5

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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of August 18, 2011 by and between NATIONAL EMPLOYEE BENEFIT COMPANIES, INC., a Rhode Island corporation (the "Grantor"), having its chief executive office at 16 International Way, Unit 2, Warwick, Rhode Island 02886 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, MAC D1109-019, Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of the (a) 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) 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 the Grantor has not filed under Applicable Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;

(ii) all Trademark Licenses, 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 and Trademark License listed on Schedule B, or (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 pages follow]

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

NATIONAL EMPLOYEE BENEFIT COMPANIES,
INC., as Grantor

By: 
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 National Employee Benefit Companies, Inc. and acknowledged, on behalf of National Employee Benefit Companies, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 11 day of August, 2011.

Krystyn Lee Smith
Notary Public

My commission expires:

August 27, 2012

[Signature pages continue]

Agreed and Accepted as of the 18th day of
August, 2011.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Tray Jones

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Registration or Serial No.</u>
National Employee Benefit Companies, Inc.	RETIREE BENEFIT CHOICE	85/325,870

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.