

# 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
WRM AMERICA HOLDING COMPANY, LLC,		11/10/2011	LIMITED LIABILITY COMPANY:
FIDELITY NATIONAL INSURANCE SERVICES, LLC,		11/10/2011	LIMITED LIABILITY COMPANY:
RMI CONSULTING, LLC,		11/10/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street		
Internal Address:	Suite 1450		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2932562	MANAGING RISK ... INTELLIGENTLY	
Registration Number:	3061602	RMI CONSULTING	
Registration Number:	3560168	WRM AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Avenue		

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900207111

TRADEMARK  
 REEL: 004660 FRAME: 0721

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	60851.0118/A.BAKER/ASG/VR
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NAME OF SUBMITTER:	Vindra Richter
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Signature:	/vindra richter/
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Date:	11/14/2011
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**TRADEMARK SECURITY AGREEMENT**, dated as of November 10, 2011, by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Cortland Capital Market Services LLC (“*Cortland*”), as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, the “*Administrative Agent*”).

**Witnesseth:**

WHEREAS, pursuant to the Loan Agreement, dated as of November 10, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among FIDELITY NATIONAL INSURANCE SERVICES, LLC (the “*Borrower*”), WRM America Holding Company, LLC, the Lenders party thereto and Cortland Capital Market Services LLC, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the “*Security Agreement*”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto but excluding any United States intent-to-use application unless and until a statement of use or amendment to allege use has been accepted by the United States Patent and Trademark Office;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between the terms of the Security Agreement and the terms hereof, the terms of the Security Agreement shall govern.

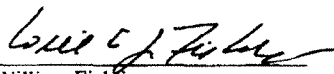
[SIGNATURE PAGES FOLLOW]

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

**WRM AMERICA HOLDING COMPANY, LLC,**  
*as Grantor*

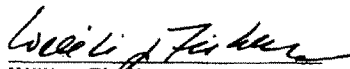
By:   
Name: William Fishlinger  
Title: Chief Executive Officer

**FIDELITY NATIONAL INSURANCE  
SERVICES, LLC,**  
*as Grantor*

By:   
Name: William Fishlinger  
Title: Chief Executive Officer

**RMI CONSULTING, LLC,**  
*as Grantor*

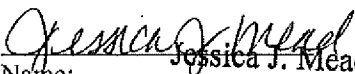
By: **WRIGHT RISK MANAGEMENT  
COMPANY, LLC, its sole member**

By:   
Name: William Fishlinger  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,  
*as Administrative Agent*

By:   
Name: Jessica J. Mead  
Title: General Counsel

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004660 FRAME: 0726**

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Country</b>	<b>Trademark/Application</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
RMI Consulting, LLC	United States	MANAGING RISK . . . INTELLIGENTLY	2,932,562	3/15/05
RMI Consulting, LLC	United States	RMI CONSULTING	3,061,602	2/28/06
WRM America Holding Company, LLC	United States		3,560,168	1/13/09

TRADEMARK LICENSES

Licenses granted to the Borrower pursuant to that certain License Agreement, dated as of November 10, 2011, between Fidelity National Financial, Inc., the Borrower, and Fidelity National Indemnity Insurance Company, as amended.