

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houston International Insurance Group, Ltd.		12/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Frost National Bank, as Administrative Agent		
Street Address:	P.O. Box 1600		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78296		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85236895	HII	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
Phone:	214.745.5370		
Email:	jmuennink@winstead.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:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	26914 40		
NAME OF SUBMITTER:	Janie Muennink		
Signature:	/Janie Muennink/		

Date:

01/03/2012

Total Attachments: 16

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RESTATED SECURITY AGREEMENT

Debtor:	Houston International Insurance Group, Ltd.	Administrative Agent/Secured Party:	The Frost National Bank
Address:	800 Gessner, Suite 600 Houston, Texas 77024 Attention: Rhonda Kemp	Address:	P.O. Box 1600 San Antonio, TX 78296

THIS RESTATED SECURITY AGREEMENT ("Agreement") is dated December 30, 2011, by HOUSTON INTERNATIONAL INSURANCE GROUP, LTD., a Delaware corporation ("Debtor"), whose principal place of business and chief executive office (as those terms are used in the Code) is located at the address listed below Debtor's name above, whose organizational identification number issued by the appropriate authority of the State of Delaware is 4088293, and whose federal taxpayer identification number is 14-1957288, in favor of THE FROST NATIONAL BANK, a national banking association ((in its capacity as Administrative Agent), as "Secured Party"), whose address is listed below its name above, for the benefit of Lenders and other Secured Creditors.

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) "Code" means the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Agreement or as it may hereafter be amended from time to time.

(b) "Collateral" means all of the personal property of Debtor, including but not limited to, wherever located, and now owned or hereafter acquired:

(i) All "accounts", as defined in the Code (including all health-care-insurance receivables), together with any and all books of account, customer lists and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

(ii) All "inventory" as defined in the Code.

(iii) All "chattel paper" as defined in the Code.

(iv) All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the

foregoing, and all manuals and instructions. To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than Debtor) is described on Schedule 1 attached hereto and made a part hereof.

- (v) All "fixtures" as defined in the Code.
 - (vi) All "instruments" as defined in the Code (including promissory notes).
 - (vii) All "investment property" as defined in the Code.
 - (viii) All "documents" as defined in the Code.
 - (ix) All "deposit accounts" as defined in the Code.
 - (x) All "commercial tort claims" as defined in the Code, including but not limited to all commercial tort claims described on Schedule 8.
 - (xi) All "letter of credit rights" as defined in the Code.
 - (xii) All "general intangibles" as defined in the Code, including all rights in all payment intangibles, permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business.
 - (xiii) All "supporting obligations" as defined in the Code.
 - (xiv) All Patents, Trademarks, Copyrights and Licenses
 - (xv) All records relating in any way to the foregoing and following (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
 - (xvi) "Collateral" also includes all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party or any Secured Creditor. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except as otherwise provided herein or in the other Loan Documents.
- (c) "Copyright License" means any agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting any right to Debtor under any Copyright now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

(d) “Copyrights” means (i) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (ii) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (iii) all rights to use and/or sell any of the foregoing.

(e) “Credit Agreement” means the Second Restated Credit Agreement dated as of December 30, 2011, among Debtor as borrower, Secured Party, as Administrative Agent, and Lenders from time to time party thereto, together with all amendments and restatements thereto.

(f) “Indebtedness” means (i) all Secured Obligations, (ii) all indebtedness, obligations and liabilities of Debtor and each other Obligor to Secured Creditors and Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, and regardless of whether such indebtedness, obligations and liabilities may, prior to their acquisition by a Secured Creditor or Secured Party, be or have been payable to or in favor of a third party and subsequently acquired by a Secured Creditor or Secured Party (it being contemplated that Secured Creditors and Secured Party may make such acquisitions from third parties), including without limitation all indebtedness, obligations and liabilities of Debtor and each other Obligor to Secured Creditors and Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement, or otherwise, (iii) all obligations now or hereafter existing of Debtor and each other Obligor under the Credit Agreement and each other Loan Document (including, but not limited to, the Obligations), (iv) all accrued but unpaid interest (including all interest that would accrue but for the existence of a proceeding under any Debtor Relief Laws) on any of the indebtedness described in this definition of “Indebtedness”, (v) all obligations of Debtor and each other Obligor to Secured Creditors and Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in this definition of “Indebtedness”, (vi) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in this definition of “Indebtedness” or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all Attorney Costs, and (vii) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in this definition of “Indebtedness”.

(g) “Lenders” means each lender from time to time a party to the Credit Agreement.

(h) “License” means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

(i) “Patent License” means any agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is

in existence, or granting to Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.

(j) “Patents” means (i) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

(k) “Secured Creditors” means collectively, all holders of Secured Obligations, including without limitation, Administrative Agent, Lenders, Swap Banks and Cash Management Banks, and each individually is a “Secured Creditor”.

(l) “Trademark License” means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

(m) “Trademarks” means (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (iv) all rights to use and/or sell any of the foregoing.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement.

2. Security Interest. As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party, for the benefit of Secured Creditors, a continuing security interest in the Collateral.

3. Representations and Warranties. In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party and Secured Creditors:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor.

(b) Accuracy of Information. All information heretofore, herein or hereafter supplied to Secured Party or Secured Creditors by or on behalf of Debtor with respect to the Collateral is true and correct.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited as to enforcement of remedies by Debtor Relief Laws and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens. Debtor has good and marketable title to the Collateral free and clear of all Liens or adverse claims, except for Permitted Liens. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party. Debtor has not been a party to a securitization or similar transaction involving assets of Debtor during the five years preceding the date of this Agreement.

(e) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any material Law, (B) any Organizational Document of Debtor, or (C) any material agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any Lien upon any assets or properties of Debtor or of any Person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any Governmental Authority or other Person is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any Lien or other charge or encumbrance (other than Permitted Liens). This Agreement creates a legal, valid and binding security interest in favor of Secured Party, for the benefit of Secured Creditors, in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral. Upon the filing of a financing statement describing the Collateral with the Uniform Commercial Code central filing officer of the jurisdiction of Debtor's location, the security interest granted pursuant to this Agreement shall be perfected and prior to all other Liens (other than Permitted Liens) therein (to the extent such security interest can be perfected by the filing of a financing statement).

(g) Location/Identity. Debtor's principal place of business and chief executive office (as those terms are used in the Code), is located at the address set forth herein. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address. Debtor's exact legal name, entity type, state of organization, federal taxpayer identification number and organizational identification number issued by the appropriate authority of the State of Delaware (the "Organizational Information") are as set forth in the first page hereof. Debtor is not organized in more than one jurisdiction. Except as provided herein, the Organizational Information shall not change. During the five years preceding the date of this Agreement, Debtor has not had or operated under any name other than Lightyear Delos Acquisition Corp. and Southwest Insurance Partners, Inc., has not been organized under the Laws of any jurisdiction other than Delaware (except that Southwest Insurance Partners, Inc. was a Texas corporation), has not been organized as any type of entity other than a corporation and the chief executive officer of Debtor has not been located at any address other than as set forth on the first page hereof and in New York. Schedule 1 is a complete and correct description of all addresses where Collateral is kept and where Collateral has been kept during the five years preceding the date of this Agreement. Except for Collateral in the possession of Secured Party, Debtor has exclusive possession and control of all Collateral and all records related to Collateral.

(h) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, Debtor is and will be Solvent. Debtor is not entering into this Agreement or any other Loan Document to which Debtor is a party or its property is subject with the intent of hindering, delaying or defrauding any creditor.

(i) Exclusion of Certain Collateral. Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels, railroad cars, railroad equipment, locomotives or other rolling stock intended for a use related to interstate commerce.

(j) Compliance with Environmental Laws. Except as disclosed in writing to Secured Party: (i) Debtor is conducting Debtor's businesses in material compliance with all applicable federal, state and local Laws, orders, determinations and court decisions, including without limitation, those pertaining to health or environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act; (ii) none of the operations of Debtor is the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment; (iii) Debtor has not filed any notice under any Law indicating that Debtor is responsible for the release into the environment, the disposal on any

premises in which Debtor is conducting its businesses or the improper storage, of any material amount of any toxic or hazardous substance or solid waste or that any such toxic or hazardous substance or solid waste has been released, disposed of or is improperly stored, upon any premise on which Debtor is conducting its businesses; and (iv) Debtor otherwise does not have any known material contingent liability in connection with the release into the environment, disposal or the improper storage, of any such toxic or hazardous substance or solid waste. The terms "hazardous substance" and "release", as used herein, shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", as used herein, shall have the meanings specified in RCRA; provided, however, that to the extent that the Laws of the State of Texas establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

(k) Inventory. The security interest in the inventory shall continue through all stages of manufacture and shall, without further action, attach to the accounts or other proceeds resulting from the sale or other disposition thereof and to all such inventory as may be returned to Debtor by its account debtors.

(l) Accounts. Each account represents the valid and legally binding indebtedness of a bona fide account debtor arising from the sale or lease by Debtor of goods or the rendition by Debtor of services and is not subject to contra accounts, setoffs, defenses or counterclaims by or available to account debtors obligated on the accounts except as disclosed by Debtor to Secured Party from time to time in writing. The amount shown as to each account on Debtor's books is the true and undisputed amount owing and unpaid thereon, subject only to discounts, allowances, rebates, credits and adjustments to which the account debtor has a right and which have been disclosed to Secured Party in writing.

(m) Chattel Paper, Documents and Instruments. The chattel paper, documents and instruments of Debtor pledged hereunder have only one original counterpart and no party other than Debtor or Secured Party is in actual or constructive possession of any such chattel paper, documents or instruments. No chattel paper is electronic chattel paper.

(n) Patents. Schedule 2 is a complete and correct list of each Patent in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of Debtor's interest, the Patent registration number, the date of Patent issuance, and the country issuing the Patent.

(o) Patent Applications. Schedule 3 is a complete and correct list of each Patent application in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of Debtor's interest, the Patent application number, the date of Patent filing, and the country with which the Patent application was filed.

(p) Trademarks. Schedule 4 is a complete and correct list of each Trademark in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of Debtor's interest, the registered Trademark,

the Trademark registration number, the international class covered, the goods and services covered, the date of Trademark registration, and the country registering the Trademark.

(q) Trademark Applications. Schedule 5 is a complete and correct list of each Trademark application in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of Debtor's interest, the Trademark the subject of the application, the Trademark application serial number, the international class covered, the goods and services covered, the date of Trademark application filing, and the country with which the Trademark application was filed.

(r) Copyrights. Schedule 6 is a complete and correct list of each Copyright in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of Debtor's interest, the registered Copyright, the date of Copyright issuance, and the country issuing the Copyright.

(s) Copyright Applications. Schedule 7 is a complete and correct list of each Copyright application in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of Debtor's interest, the Copyright the subject of the application, the date of Copyright application filing, and the country with which the Copyright application was filed.

(t) Commercial Tort Claims. Schedule 8 is a complete and correct list of all commercial tort claims in which Debtor has any interest, including the complete case name or style, the case number, and the court or other Governmental Authority in which the case is pending.

(u) Deposit Accounts. Schedule 9 is a complete and correct list of all deposit accounts maintained by or in which Debtor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(v) Commodity Accounts. Schedule 10 is a complete and correct list of all commodity accounts in which Debtor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the commodity intermediary maintaining the account.

(w) Securities Accounts. Schedule 11 is a complete and correct list of all securities accounts in which Debtor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the securities intermediary maintaining the account.

(x) Letters of Credit. Schedule 12 is a complete and correct list of all letters of credit in which Debtor has any interest (other than solely as an applicant) and correctly

EXECUTED as of the date first written above.

DEBTOR:

HOUSTON INTERNATIONAL INSURANCE
GROUP, LTD.

By: _____

Print Name: _____

Print Title: _____

Rhonda N Kemp

RHONDA N KEMP

CFO

SECURED PARTY:

THE FROST NATIONAL BANK,
a national banking association,
as Administrative Agent

By: J. Casey Womble
Print Name: J. Casey Womble
Print Title: Sr. VP

Schedule 2		Registered Patents		
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
None				

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Schedule 3	Patent Applications
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
None				

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Schedule 4		Registered Trademarks					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
None							

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Schedule 5		Trademark Applications					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
Houston International Insurance Group, Ltd.	Owner	"HII" Stylized	App. No. 85236895	036	Insurance Services, etc.	Feb. 8, 2011	U.S.A.

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Schedule 6	Registered Copyrights
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue
None					

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Schedule 7		Copyright Applications			
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
None					

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