

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
AMWINS GROUP, LLC		06/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
Colemont Corporation		06/06/2012	CORPORATION: DELAWARE
Communitas, Inc.		06/06/2012	CORPORATION: TEXAS
National Employee Benefit Companies, Inc.		06/06/2012	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3678143	A	
Registration Number:	4025352	AMCARE	
Registration Number:	2919605	AMWINS	
Registration Number:	3833998	AMWINS	
Registration Number:	3729180	AMWINS BENEFIT WATCH	
Registration Number:	3706424	AMWINS BRIDGECARE	
Registration Number:	4056144	AMWINS RX	
Registration Number:	4056141	AMWINS RX	
Registration Number:	3778485	ARMORED CARPRO	
Registration Number:	3533686	BETTER LIVING WITH GENERICS	

Registration Number:	3689190	BEVERAGEPRO
Registration Number:	3804300	DEMOPRO
Registration Number:	2338496	ENVIROGUARD
Registration Number:	4067629	ENVIROPRO
Registration Number:	3378407	HEALTHWINS
Registration Number:	3603435	HEALTHWINS RX
Registration Number:	3381620	NO BORDERS INTERNATIONAL MEDICAL BENEFITS
Registration Number:	3689245	PARKPRO
Registration Number:	3521652	PIZZAPRO
Registration Number:	3333999	RISKCURE
Registration Number:	3521651	SCRAPPRO
Registration Number:	3525033	SPRINKLERPRO
Registration Number:	3208119	THERE'S A BETTER WAY.
Registration Number:	3499797	WELDING DISTRIBUTORPRO
Registration Number:	3045711	COLEMONT
Registration Number:	3050598	COLEMONT INSURANCE BROKERS
Registration Number:	3261672	COMMUNITAS
Registration Number:	2486385	WEBTPA
Registration Number:	3430147	WEB-TPA
Registration Number:	3448317	WEB TPA
Registration Number:	3260286	CC CLERGYCARE
Registration Number:	3124713	EASYSCRIPTS
Registration Number:	3354958	RETIREE BENEFIT ADVANTAGE
Registration Number:	4094815	RETIREE BENEFIT CHOICE

CORRESPONDENCE DATA

Fax Number: 9177774104

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

217730/2470

NAME OF SUBMITTER:

John Deming

TRADEMARK

REEL: 004819 FRAME: 0450

	/John Deming/
Date:	07/11/2012
Total Attachments: 7 source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page1.tif source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page2.tif source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page3.tif source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page4.tif source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page5.tif source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page6.tif source=Amwins TRADEMARK SECURITY AGREEMENT - SECOND LIEN#page7.tif	

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of June 6, 2012 (this “**Agreement**”), among AMWINS GROUP, LLC, a Delaware limited liability company located at 4725 Piedmont Row Drive, Suite 600 Charlotte, NC 28210, COLEMONT CORPORATION, a Delaware corporation, located at 5910 N. Central Expressway, Suite 500, Dallas, Texas 75206 and COMMUNITAS, INC., a Texas corporation, located at 8500 Freeport Parkway South, Suite 400, Irving, Texas 75063 and NATIONAL EMPLOYEE BENEFIT COMPANIES, INC., a Rhode Island corporation located at 16 International Way, Unit 2, Warwick, RI 02886 (each a “**Grantor**” and collectively the “**Grantors**”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement (Second Lien) dated as of June 6, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Guarantee and Collateral Agreement**”), among Holdings, New Holdco, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement (Second Lien) dated as of June 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), among Holdings, New Holdco, the Borrower, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement and is willing to execute and deliver the Second Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. Second Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Second Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Frist Lien Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent’s agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.


SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY THE LIEN AND SECURITY INTEREST GRANTED TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH AS COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, IN ITS CAPACITY AS COLLATERAL AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 6, 2012 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME THE "***INTERCREDITOR AGREEMENT***") BETWEEN CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS FIRST LIEN COLLATERAL AGENT, AND CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS SECOND LIEN COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

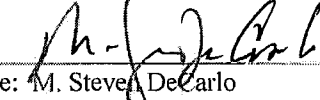
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

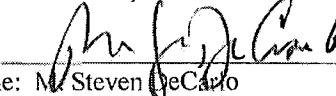
AMWINS GROUP, LLC

By: 
Name: M. Steven DeCarlo
Title: Chief Executive Officer

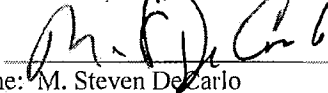
COLEMONT CORPORATION

By: 
Name: M. Steven DeCarlo
Title: Chief Executive Officer

COMMUNITAS, INC.

By: 
Name: M. Steven DeCarlo
Title: Chief Executive Officer

NATIONAL EMPLOYEE BENEFIT
COMPANIES, INC.

By: 
Name: M. Steven DeCarlo
Title: Chief Executive Officer

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 

Name: **Karl Studer**

Title: **Director**

By: 

Name: **VIPUL DHADDA**

Title: **ASSOCIATE**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – SECOND LIEN]

TRADEMARK
REEL: 004819 FRAME: 0456

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
United States	A & Star Design	76476296	12/16/2002	3678143	9/8/2009	Registered
United States	AMCARE (Stylized)	85195363	12/10/2010	4025352	9/13/2011	Registered
United States	AMWINS (Standard)	76525933	06/26/2003	2919605	1/18/2005	Registered
United States	AMWINS (Stylized)	77831797	09/22/2009	3833998	8/17/2010	Registered
United States	AMWINS BENEFIT WATCH	77424621	03/18/2008	3729180	12/22/2009	Registered
United States	AMWINS BRIDGECARE	77518592	07/10/2008	3706424	11/3/2009	Registered
United States	AMWINS RX	85288093	04/06/2011	4056144	11/15/2011	Registered
United States	AMWINS RX (Stylized)	85288078	04/06/2011	4056141	11/15/2011	Registered
United States	ARMORED CARPRO	77195291	06/01/2007	3778485	4/20/2010	Registered
United States	BETTER LIVING WITH GENERICS	77435432	03/31/2008	3533686	11/18/2008	Registered
United States	BEVERAGEPRO	77690652	03/13/2009	3689190	9/29/2009	Registered
State registration in Rhode Island only.	BROKERNETUSA (Standard)	200909004	9/17/2009	200909004	9/15/2009	Registered
United States	DEMOPRO	77690673	03/13/2009	3804300	6/15/2010	Registered
United States	ENVIROGUARD	75711182	05/20/1999	2338496	4/4/2000	Registered
United States	ENVIROPRO	77690696	03/13/2009	4067629	12/6/2011	Registered
United States	HEALTHWINS	77228017	07/12/2007	3378407	2/5/2008	Registered
United States	HEALTHWINS RX	77252373	08/10/2007	3603435	4/7/2009	Registered
United States	NO BORDERS INTERNATIONAL MEDICAL	77240293	07/27/2007	3381620	2/12/2008	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	BENEFITS					
United States	PARKPRO	77691547	03/16/2009	3689245	9/29/2009	Registered
United States	PIZZAPRO	77195343	06/01/2007	3521652	10/21/2008	Registered
United States	RISKCURE	77113388	02/22/2007	3333999	11/13/2007	Registered
United States	SCRAPPRO	77195243	06/01/2007	3521651	10/21/2008	Registered
United States	SPRINKLERPRO	77195373	06/01/2007	3525033	10/28/2008	Registered
United States	THERE'S A BETTER WAY	78817230	02/17/2006	3208119	2/13/2007	Registered
United States	WELDING DISTRIBUTORPRO	77195381	06/01/2007	3499797	9/9/2008	Registered
United States	COLEMONT	78519416	11/18/2004	3045711	1/17/2006	Registered
United States	COLEMONT INSURANCE BROKERS (w/ logo)	78553801	01/25/2005	3050598	1/24/2006	Registered
United States	COMMUNITAS (Standard)	76644506	08/09/2005	3261672	7/10/2007	Registered
United States	WEBTPA	75907953	01/31/2000	2486385	9/4/2001	Registered
United States	WEB-TPA (Standard)	77266079	08/28/2007	3430147	5/20/2008	Registered
United States	WEB TPA (Stylized)	77266103	08/28/2007	3448317	6/17/2008	Registered
United States	CC CLERGYCARE (w/ chapel)	78791099	01/13/2006	3260286	7/10/2007	Registered
United States	EASYSRIPTS (Stylized)	78505870	10/26/2004	3124713	8/1/2006	Registered
United States	RETIREE BENEFIT ADVANTAGE	77048422	11/21/2006	3354958	12/18/2007	Registered
United States	RETIREE BENEFIT CHOICE	85325870	05/20/2011	4094815	1/31/2012	Registered