

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE WRIGHT INSURANCE GROUP, LLC		09/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
WRIGHT NATIONAL FLOOD INSURANCE SERVICES, LLC		09/24/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
WRIGHT RISK CONSULTING, LLC		09/24/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Administrative Agent
Street Address:	303 Peachtree Street, Twenty Fifth Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3560168	WRM AMERICA
Registration Number:	2932562	MANAGING RISK ... INTELLIGENTLY
Registration Number:	3061602	RMI CONSULTING
Serial Number:	85509140	WE ARE FLOOD
Serial Number:	85529649	WRIGHT
Serial Number:	85529663	THE WRIGHT STUFF
Serial Number:	85676090	WRIGHT

CORRESPONDENCE DATA

Fax Number: 4048152424

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 1170 Peachtree Street, NE  
Address Line 2: Suite 100  
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/25/2012
Total Attachments: 7 source=Trademark Agreement#page1.tif source=Trademark Agreement#page2.tif source=Trademark Agreement#page3.tif source=Trademark Agreement#page4.tif source=Trademark Agreement#page5.tif source=Trademark Agreement#page6.tif source=Trademark Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 24th day of September, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as administrative agent (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WRM AMERICA INTERMEDIATE HOLDING COMPANY, INC., (the "Borrower"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), SUNTRUST BANK, as the Issuing Bank and Administrative Agent, SUNTRUST ROBINSON HUMPHREY, INC., as Lead Arranger, and the other agents party thereto, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender Group is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of September 24, 2012, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (other than any intent to use United States Trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office) and Trademark Intellectual Property

Licenses to which it is a party, including the United States applications and registrations referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any new trademark registrations or applications or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[remainder of page intentionally left blank]

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.

**GRANTORS:**

THE WRIGHT INSURANCE GROUP, LLC

By: 

Name: William A. Malloy  
Title: President

WRIGHT NATIONAL FLOOD INSURANCE SERVICES, LLC

By: 

Name: Rona L. Platt  
Title: Assistant Secretary

WRIGHT RISK CONSULTING, LLC

By: 

Name: Joan A. Fishlinger  
Title: Manager

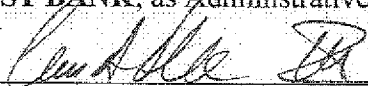
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**

**REEL: 004866 FRAME: 0679**

**ACCEPTED AND ACKNOWLEDGED** SUNTRUST BANK, as Administrative Agent  
**BY:**

By:

  
Name: Carle Felton

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004866 FRAME: 0680**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks Registrations/Applications**

*Registrations*

MARK	ISSUE DATE	REGISTRATION No.	APPLICANT/OWNER <sup>1</sup>
WRM AMERICA	1/13/2009	3,560,168	WRM America Holding Company, LLC
Managing Risk ... Intelligently	3/15/2005	2,932,562	RMI Consulting, Inc.
RMI CONSULTING	2/28/2006	3,061,602	RMI Consulting, LLC

*Applications*

MARK	FILING DATE	SERIAL NO.	APPLICANT/OWNER
WE ARE FLOOD	1/5/2012	85/509,140	Fidelity National Insurance Services, LLC
WRIGHT	1/31/2012	85/529,649	WRM America Holding Company, LLC
THE WRIGHT STUFF	1/31/2012	85/529,663	WRM America Holding Company, LLC
WRIGHT (Stylized)	7/13/2012	85/676,090	WRM America Holding Company, LLC
WRIGHT (United Kingdom)	8/1/2012	2,630,474	WRM America Holding Company, LLC

<sup>1</sup> Notification of name changes to be filed with USPTO.



**Trade Names**

Fidelity Flood  
Wright Flood  
WRM America  
Wright Specialty

**Common Law Trademarks**

None.

**Trademarks Not Currently in Use**

None.