

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 3541/0643		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		12/27/2012	NATIONAL ASSOCIATION:
RECEIVING PARTY DATA			
Name:	USI HOLDINGS CORPORATION		
Street Address:	555 Pleasantville Road		
Internal Address:	Suite 160 South		
City:	Briarcliff Manor		
State/Country:	NEW YORK		
Postal Code:	10510		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3169480	USI AFFINITY	
Serial Number:	77006712	ETRIPIINSURE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024700-0162		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/kja/		

OP \$65.00 3169480

Date:

12/27/2012

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of December 27, 2012, is made by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") party to the Credit Agreement, dated as of May 4, 2007 (as thereafter amended, supplemented or otherwise modified, the "Credit Agreement"), among Compass Acquisition Holdings Corp, a Delaware corporation ("Holdings"), USI Holdings Corporation ("Borrower"), the Lenders, the Agent, Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Bookrunners, Goldman Sachs Credit Partners L.P., as Syndication Agent, and Fifth Third Bank, a Michigan banking corporation, as Documentation Agent, in favor of USI Holdings Corporation, a Delaware corporation (the "Obligor").

WHEREAS, in connection with the Credit Agreement, Obligor executed and delivered a Security Agreement, dated as of May 4, 2007, in favor of the Agent (as thereafter amended, supplemented or otherwise modified, the "Security Agreement") pursuant to which Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property; and

WHEREAS, in connection with the Security Agreement, Obligor executed and delivered that certain Grant of Security Interest in Trademark Rights, dated as of May 4, 2007, in favor of the Agent (as thereafter amended, supplemented or otherwise modified, the "Agreement"), which was recorded in the U.S. Patent and Trademark Office on May 7, 2007 at reel/frame 3541/0643; and

WHEREAS, the Agent has agreed to release, relinquish, terminate and discharge all of its right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees, for the benefit of the Obligor, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby releases, relinquishes, terminates and discharges in its entirety any and all liens or security interests it has in to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) and authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and any other applicable government officer to record this Release against the Trademarks.
3. Further Assurances. The Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested in order to more fully and effectively carry out the purpose of this Release.

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IN WITNESS WHEREOF, and intending to be legally bound thereby, the undersigned has caused this Release to be duly executed and delivered by its respective officer as of the date first set forth above.

JPMorgan Chase Bank, N.A.,
as Collateral Agent

By: Kristen M. Murphy

Name: Kristen M. Murphy

Title: Vice President

[Signature page to Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004929 FRAME: 0943

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
USI AFFINITY	3,169,480
ETRIPIINSURE	77/006,712