

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interests in Trademarks (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		02/22/2013	National Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	AmWINS Group, LLC
Street Address:	4725 Piedmont Row Drive
Internal Address:	Suite 600
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Colemont Corporation
Street Address:	5910 N. Central Expressway
Internal Address:	Suite 500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	CORPORATION: DELAWARE

Name:	Communitas, Inc.
Street Address:	8500 Freeport Parkway South
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	CORPORATION: TEXAS

Name:	National Employee Benefit Companies, Inc.
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CH \$865.00 3678143

Street Address:	16 International Way
Internal Address:	Unit 2
City:	Warwick
State/Country:	RHODE ISLAND
Postal Code:	02886
Entity Type:	CORPORATION: RHODE ISLAND

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: 9177777373
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: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Kenneth Chiu, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2470
NAME OF SUBMITTER:	Kenneth Chiu
Signature:	/Kenneth Chiu/
Date:	02/22/2013

Total Attachments: 5
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of February 22, 2013 (this “Release”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss national bank with offices located at 11 Madison Avenue, New York, New York 10010, as collateral agent for the Secured Parties (the “Assignor”), in favor of 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 an “Assignee” and collectively the “Assignees”).

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignees and the Assignor, among other parties, are parties to that certain (i) 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”), (ii) 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”), and (iii) Trademark Security Agreement (Second Lien), dated as of June 6, 2012 (the “Second Lien Trademark Security Agreement”);

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, each Assignee pledged to the Assignor, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Assignor, 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 then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time thereafter acquired 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, then existing or thereafter 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 A hereto;
- (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 did the Trademark Collateral include, and the Assignee shall not have been deemed to have assigned, pledged or granted a security interest in, any of such Assignee's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Assignee's "intent to use" such trademark, unless and until acceptable evidence of use of the 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;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 11, 2012 at Reel/Frame No. 4819/0449;

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate and release its security interest in all right, title or interest of the Assignees in and to all of the Trademark Collateral, including, without limitation, the registrations, recordings, supplemental registrations and pending applications for registration set forth in Schedule A hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all right, title or interest of the Assignees in, to and under all of the Trademark Collateral, including, without limitation, the registrations, recordings, supplemental registrations and pending applications for registration set forth on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees.

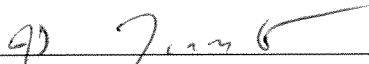
The Assignor hereby authorizes the Assignees, or the Assignees' authorized representative to record this Release with the United States Patent and Trademark Office. The Assignor further agrees to execute and deliver to the Assignees any and all further documents and instruments, and do any and all further acts which the Assignees (or their agents or designees) reasonably request, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title, and interest in or to the Trademark Collateral.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) to be duly executed and delivered by its duly authorized officer as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 

Name: John D. Toronto

Title: Managing Director

By: 

Name: Wei-Jen Yuan

Title: Associate

[Signature Page – Trademark Security Release (Second Lien)]

TRADEMARK
REEL: 004968 FRAME: 0731

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)**

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 BENEFITS	77240293	07/27/2007	3381620	2/12/2008	Registered
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

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
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