

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sedgwick Claims Management Services, Inc.		06/12/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	5727 196th SW		
Internal Address:	Agency Management WA4-127-01-01		
City:	Lynnwood		
State/Country:	WASHINGTON		
Postal Code:	98036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4140985	FMLADVANTAGE	
Registration Number:	3195804		
Registration Number:	2912669	SS SELECTIVE SETTLEMENTS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3231		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Nicole Piazza		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Nicole Piazza		

OP \$90.00 4140985

Signature:	/David Adams TR/
Date:	06/14/2013
Total Attachments: 6 source=40a First Lien Trademark Security Agreement - Executed#page1.tif source=40a First Lien Trademark Security Agreement - Executed#page2.tif source=40a First Lien Trademark Security Agreement - Executed#page3.tif source=40a First Lien Trademark Security Agreement - Executed#page4.tif source=40a First Lien Trademark Security Agreement - Executed#page5.tif source=40a First Lien Trademark Security Agreement - Executed#page6.tif	

Trademark Security Agreement

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated June 12, 2013 is made by Sedgwick Claims Management Services, Inc. (the "Pledgor") in favor of Bank of America, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties as defined in the Security Agreement referred to below).

WHEREAS, Sedgwick Claims Management Services, Inc., Sedgwick Holdings, Inc., a Delaware corporation and the Grantors (as defined below) have entered into (i) a Restatement Agreement dated as of June 12, 2013 with Bank of America, N.A. as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender and the lenders from time to time party thereto and (ii) the Amended and Restated Credit Agreement dated as of June 12, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank of America, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and the lenders from time to time party thereto;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the provision of Cash Management Services giving rise to Cash Management Obligations from time to time, the Pledgor has executed and delivered that certain Security Agreement dated as of June 12, 2013 made by the Grantors (as defined therein) to the Collateral Agent (as amended as of the date hereof and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement; and

WHEREAS, under the terms of the Security Agreement, certain of the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, Trademarks of certain of the Grantors;

WHEREAS, certain of the Grantors previously executed that certain Second Lien Trademark Security Agreement dated as of May 28, 2010 (the "Original Trademark Security Agreement") pursuant to which certain of the Grantors granted to the Collateral Agent for the benefit of the Secured Parties a security interest in such Grantors' Trademark Collateral;

WHEREAS, under the terms of the Security Agreement the Pledgor now wishes to grant to the Collateral Agent a security interest in certain Trademark Collateral not previously included in the Original Trademark Security Agreement and has agreed as a condition to the Security Agreement to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

Section 1. Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in the Pledgor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each U.S. Trademark owned by the Pledgor, including, without limitation, registrations and applications for registration, renewals and extensions thereof, and each U.S. Trademark registration and application therefor referred to in Schedule 1 hereto (provided that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the enforcement of rights granted under the Security Agreement could impair the validity or enforceability of such intent-to-use trademark application under applicable law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(b) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and equitable relief for past, present and future infringement or dilution with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and relief.

Notwithstanding the foregoing, "Trademark Collateral" shall not include, and this Trademark Security Agreement shall not constitute a grant of security interest in, any of the property or assets specified in the last sentence of Section 1 to the Security Agreement.

Section 2. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations of the Pledgor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Pledgor authorizes and requests that the United States Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.

By: 

Name: Jason P. Hood

Title: Executive Vice President, Chief
Legal Officer and Secretary


COLLATERAL AGENT:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Elaine Kao
Title: Director

Schedule 1 to Trademark Security Agreement

U.S. Trademark Registrations

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Sedgwick Claims Management Services, Inc.	FMLADVANTAGE	85126581 09/10/2010	4140985 05/15/2012
Sedgwick Claims Management Services, Inc.		78640475 05/31/2005	3195804 01/09/2007
Sedgwick Claims Management Services, Inc.	SS SELECTIVE SETTLEMENTS INTERNATIONAL	78189859 11/29/2002	2912669 12/21/2004