

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC.		12/31/2014	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: 4			
Property Type	Number	Word Mark	
Registration Number:	3260286	CC CLERGYCARE	
Registration Number:	3124713	EASYSRIPTS	
Registration Number:	3354958	RETIREE BENEFIT ADVANTAGE	
Registration Number:	4094815	RETIREE BENEFIT CHOICE	
CORRESPONDENCE DATA			
Fax Number:	7043393449		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043778149		
Email:	swarfield@rbh.com		
Correspondent Name:	Suzanne Warfield		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	16659.00230		
NAME OF SUBMITTER:	Suzanne Warfield		
SIGNATURE:	/Suzanne Warfield/		
DATE SIGNED:	12/31/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of December 31, 2014 (this “*Agreement*”), is 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, 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 50 Whitecap Dr., North Kingstown, RI 02852 (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 December 31, 2014 (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 December 31, 2014 (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, each 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 assigns and 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 coterminous 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 Second 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.

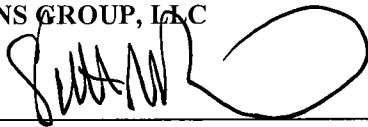
SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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 INTER CREDITOR AGREEMENT DATED AS OF DECEMBER 31, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME THE “*INTERCREDITOR AGREEMENT*”) BETWEEN THE FIRST LIEN AGENT (AS DEFINED THEREIN) AND THE SECOND LIEN AGENT (AS DEFINED THEREIN). 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.

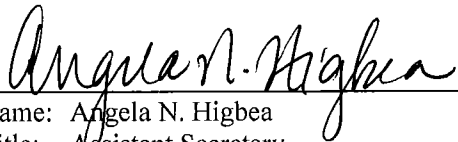
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

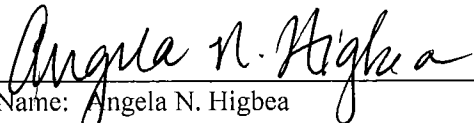
AMWINS GROUP, LLC

By: 
Name: Scott M. Purviance
Title: Chief Financial Officer

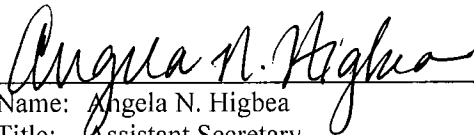
COLEMONT CORPORATION

By: 
Name: Angela N. Higbea
Title: Assistant Secretary

COMMUNITAS, INC.

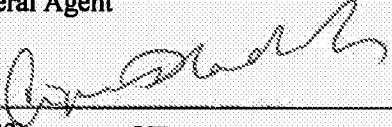
By: 
Name: Angela N. Higbea
Title: Assistant Secretary


**NATIONAL EMPLOYEE BENEFIT
COMPANIES, INC.**

By: 
Name: Angela N. Higbea
Title: Assistant Secretary

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: **VIPUL DHADDA**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Samuel Miller**
Title: **Authorized Signatory**

[Signature Page to Trademark Security Agreement (Second Lien)]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**

Trademark Registrations and Applications

<u>Mark</u>	<u>Registered Owner</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
A & Star Design	AmWINS Group, LLC	3678143	9/8/2009
ALTA Risk & Design	AmWINS Group, LLC	4512765	4/8/2014
AMCARE (Stylized)	AmWINS Group, LLC	4025352	9/13/2011
AMWINS	AmWINS Group, LLC	2919605	1/18/2005
AMWINS (Stylized)	AmWINS Group, LLC	3833998	8/17/2010
AMWINS BENEFIT WATCH	AmWINS Group, LLC	3729180	12/22/2009
AMWINS BRIDGECARE	AmWINS Group, LLC	3706424	11/3/2009
AMWINS PEO COMPPLUS	AmWINS Group, LLC	App. No. 86367414	Pending
AMWINS RX	AmWINS Group, LLC	4056144	11/15/2011
AMWINS RX (Stylized)	AmWINS Group, LLC	4056141	11/15/2011
ARMORED CARPRO	AmWINS Group, LLC	3778485	4/20/2010
BETTER LIVING WITH GENERICIS	AmWINS Group, LLC	3533686	11/18/2008
BEVERAGEPRO	AmWINS Group, LLC	3689190	9/29/2009
DEMOPRO	AmWINS Group, LLC	3804300	6/15/2010
ENVIROGUARD	AmWINS Group, LLC	2338496	4/4/2000
ENVIROPRO	AmWINS Group, LLC	4067629	12/6/2011
EREINSURE	AmWINS Group, LLC	3296328	9/25/2007
HEALTHWINS	AmWINS Group, LLC	3378407	2/5/2008
HEALTHWINS RX	AmWINS Group, LLC	3603435	4/7/2009
PARKPRO	AmWINS Group, LLC	3689245	9/29/2009
PIZZAPRO	AmWINS Group, LLC	3521652	10/21/2008
RISKCURE	AmWINS Group, LLC	3333999	11/13/2007
SCRAPPRO	AmWINS Group, LLC	3521651	10/21/2008
SPFM SPECIALTY PROGRAMS & FACILITIES MANAGERS, INC.	AmWINS Group, LLC	4357094	6/25/2013
SPRINKLERPRO	AmWINS Group, LLC	3525033	10/28/2008
THB & Design	AmWINS Group, LLC	App. No. 86340418	Pending
THERE'S A BETTER WAY	AmWINS Group, LLC	3208119	2/13/2007
WELDING DISTRIBUTORPRO	AmWINS Group, LLC	3499797	9/9/2008
COLEMONT	AmWINS Group, LLC	3045711	1/17/2006

<u>Mark</u>	<u>Registered Owner</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
COLEMONT INSURANCE BROKERS & Design	Colemont Corporation	3050598	1/24/2006
COMMUNITAS	Communitas, Inc. (f/k/a webTPA, Inc.)	3261672	7/10/2007
WEBTPA	AmWINS Group, LLC	2486385	9/4/2001
WEB-TPA	AmWINS Group, LLC	3430147	5/20/2008
WEB TPA & Design	AmWINS Group, LLC	3448317	6/17/2008
WEBTPA An AmWINS Group Company & Design	AmWINS Group, LLC	4453983	12/24/2013
CC CLERGYCARE & Design	National Employee Benefit Companies, Inc.	3260286	7/10/2007
EASYSRIPTS	National Employee Benefit Companies, Inc.	3124713	8/1/2006
RETIREE BENEFIT ADVANTAGE	National Employee Benefit Companies, Inc.	3354958	12/18/2007
RETIREE BENEFIT CHOICE	National Employee Benefit Companies, Inc.	4094815	1/31/2012
AEU	AmWINS Group, LLC	App No. 86481564	Pending
AEU THE AMERICAN EQUITY UNDERWRITERS, INC. AN AMWINS GROUP COMPANY & Design	AmWINS Group, LLC	App No. 86481543	Pending