

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMWINS GROUP, LLC		03/17/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86638753	A PRO
Registration Number:	4793899	AEU THE AMERICAN EQUITY UNDERWRITERS, IN
Registration Number:	4785828	AEU
Registration Number:	4740981	AMWINS PEO COMPPLUS
Serial Number:	86699664	BRINGING CLARITY TO CHAOS
Registration Number:	3872407	GBS GROUP BENEFIT SERVICES
Registration Number:	3872408	GBS HR & BENEFIT SOLUTIONS
Registration Number:	2715712	GBS ONQ
Registration Number:	3364138	
Registration Number:	3354799	III INSURANCE INNOVATORS INCORPORATED
Serial Number:	86823152	RECALLREADY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 704-377-8105

Email: lbarnes@robinsonbradshaw.com

Correspondent Name: Lani Barnes, Robinson Bradshaw & Hinson

TRADEMARK

Address Line 1: 101 North Tryon Street, Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER: 16659.00110

NAME OF SUBMITTER: Lani Barnes

SIGNATURE: /Lani Barnes/

DATE SIGNED: 03/17/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of March 17, 2016 (this "**Agreement**"), is between AMWINS GROUP, LLC, a Delaware limited liability company located at 4725 Piedmont Row Drive, Suite 600, Charlotte, NC 28210 (the "**Grantor**"), 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 Grantor, 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 Grantor, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Grantor 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. The Grantor has and will derive substantial benefits from the extensions of credit to the Grantor pursuant to the Second Lien Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor and/or other Loan Parties entered into that certain Trademark Security Agreement (Second Lien), dated as of December 31, 2014, recorded with the United States Patent and Trademark Office on December 31, 2014 at Reel/Frame 5432/0963. Whereas Grantor has acquired additional Trademark Collateral (as defined below), pursuant to Section 4.05(c) of the Second Lien Guarantee and Collateral Agreement, 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, the 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 the Grantor or in which the 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 the Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of the Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of the 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 the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. The 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. The 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.

[Remainder of this page intentionally left blank]

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 Operating Officer

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Nupur Kumar
Title: Authorized Signatory


Whitney Gaston
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 PRO (Stylized)	AmWINS Group, LLC	App. No. 86638753	Pending
AEU - THE AMERICAN EQUITY UNDERWRITERS (Stylized)	AmWINS Group, LLC	4793899	08/18/2015
AEU (Standard)	AmWINS Group, LLC	4785828	08/04/2015
AMWINS PEO COMPPLUS	AmWINS Group, LLC	4740981	05/19/2015
BRINGING CLARITY TO CHAOS (Standard)	AmWINS Group, LLC	App. No. 86699664	Pending
GBS GROUP BENEFIT SERVICES	AmWINS Group, LLC	3872407	11/09/2010
GBS HR & BENEFIT SOLUTIONS	AmWINS Group, LLC	3872408	11/09/2010
GBS ONQ	AmWINS Group, LLC	2715712	05/13/2003
III (design)	AmWINS Group, LLC	3364138	01/08/2008
III Insurance Innovators Incorporated	AmWINS Group, LLC	3354799	12/18/2007
RECALLREADY (Standard)	AmWINS Group, LLC	App. No. 86823152	Pending