

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AmWINS Group, LLC		01/25/2017	Limited Liability Company: DELAWARE
Communitas, Inc.		01/25/2017	Corporation: TEXAS
AmWINS Group Benefits, Inc.	FORMERLY National Employee Benefit Companies, Inc.	01/25/2017	Corporation: RHODE ISLAND
Colemont Corporation		01/25/2017	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Lending Partners LLC, as Collateral Agent
<b>Street Address:</b>	30 Hudson Street
<b>Internal Address:</b>	36th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 48**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3678143	A
<b>Registration Number:</b>	4974760	A PRO
<b>Registration Number:</b>	4785828	AEU
<b>Registration Number:</b>	4793899	AEU THE AMERICAN EQUITY UNDERWRITERS, IN
<b>Serial Number:</b>	87197956	AEU LEAD
<b>Serial Number:</b>	87208053	AEU LEAD LEADERSHIP ENGAGEMENT ALIGNMENT
<b>Registration Number:</b>	4512765	ALTA RISK
<b>Registration Number:</b>	4025352	AMCARE
<b>Registration Number:</b>	2919605	AMWINS
<b>Registration Number:</b>	3833998	AMWINS
<b>Registration Number:</b>	3729180	AMWINS BENEFIT WATCH
<b>Registration Number:</b>	4740981	AMWINS PEO COMPPLUS
<b>Registration Number:</b>	4056144	AMWINS RX

CH \$1215.00 3678143

Property Type	Number	Word Mark
Registration Number:	4056141	AMWINS RX
Registration Number:	3533686	BETTER LIVING WITH GENERICS
Registration Number:	4940704	BRINGING CLARITY TO CHAOS
Registration Number:	3045711	COLEMONT
Registration Number:	3804300	DEMOPRO
Serial Number:	87278044	EMPLOYERS DENTAL TRUST
Registration Number:	2338496	ENVIROGUARD
Registration Number:	4067629	ENVIROPRO
Registration Number:	3296328	EREINSURE
Registration Number:	3872407	GBS GROUP BENEFIT SERVICES
Registration Number:	3872408	GBS HR & BENEFIT SOLUTIONS
Registration Number:	2715712	GBS ONQ
Registration Number:	3378407	HEALTHWINS
Registration Number:	3603435	HEALTHWINS RX
Registration Number:	3364138	
Registration Number:	3354799	III INSURANCE INNOVATORS INCORPORATED
Registration Number:	3521652	PIZZAPRO
Serial Number:	86823152	RECALLREADY
Serial Number:	87183232	RETIREE RXCARE
Registration Number:	3333999	RISKCURE
Registration Number:	3521651	SCRAPPRO
Registration Number:	4357094	SPFM SPECIALTY PROGRAMS & FACILITIES MAN
Registration Number:	3525033	SPRINKLERPRO
Registration Number:	4692259	THB
Registration Number:	3208119	THERE'S A BETTER WAY.
Registration Number:	3499797	WELDING DISTRIBUTORPRO
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:	4453983	WEBTPA AN AMWINS GROUP COMPANY
Registration Number:	3260286	CC CLERGYCARE
Registration Number:	3354958	RETIREE BENEFIT ADVANTAGE
Registration Number:	4094815	RETIREE BENEFIT CHOICE

**CORRESPONDENCE DATA**

Fax Number: 2028357586

**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:** 202-835-7500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP  
**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 30045.95600

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 02/21/2017

**Total Attachments: 10**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

**THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of January 25, 2017 (this "**Agreement**"), among AMWINS GROUP, LLC, a Delaware limited liability company, COMMUNITAS, INC., a Texas corporation, AMWINS GROUP BENEFITS, INC., a Rhode Island corporation and COLEMONT CORPORATION, a Delaware corporation (each a "**Grantor**" and collectively the "**Grantors**") and GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Guarantee and Collateral Agreement**"), among AMERICAN WHOLESALE INSURANCE HOLDING COMPANY, LLC, a Delaware limited liability company ("**Holdings**"), AMWINS GROUP, INC., a Delaware corporation (the "**Borrower**"), the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among Holdings, the Borrower, the Lenders party thereto and Goldman Sachs Lending Partners LLC, 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, the 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 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, 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 co-terminus 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.

[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, Vice President  
and Secretary

Communitas, Inc.

AmWINS Group Benefits, Inc.

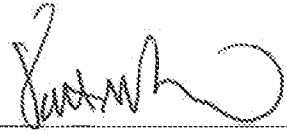
By: 

Name: Scott M. Purviance

Title: Vice President and Secretary

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

Colemont Corporation

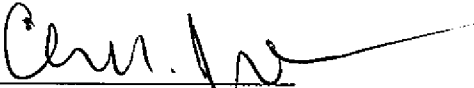
By:   
Name: \_\_\_\_\_  
Title:

*[Signature Page to Second Lien Trademark Security Agreement -- AmWINS Group, Inc.]*



Acknowledged and Agreed by:

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Collateral Agent

By:   
Authorized Signatory

**Charles D. Johnston**  
Authorized Signatory

*[Signature Page to Second Lien Trademark Security Agreement – AmWINS Group, Inc.]*

**TRADEMARK**  
**REEL: 005993 FRAME: 0291**

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

**Trademark Registrations and Applications**

<b>Country</b>	<b>Grantor</b>	<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
United States	AmWINS Group, LLC	A & Star Design	76/476,296	12/16/2002	3678143	9/8/2009	Registered
United States	AmWINS Group, LLC	A Pro (Stylized)	86/638,753	5/22/2015	4974760	6/7/2016	Registered
United States	AmWINS Group, LLC	AEU (Standard)	86/481,564	12/16/2014	4785828	8/4/2015	Registered
United States	AmWINS Group, LLC	AEU – The American Equity Underwriters (Stylized)	86/481,543	12/16/2014	4793899	8/18/2015	Registered
United States	AmWINS Group, LLC	AEU Lead		10/10/2016	App. No. 87197956	Pending	Pending
United States	AmWINS Group, LLC	AEU Lead Leadership Alignment Development (Stylized)		10/19/2016	App. No. 87208053	Pending	Pending
United States	AmWINS Group, LLC	ALTA Risk & Design	86/006,621	7/12/2013	4512765	4/8/2014	Registered
United States	AmWINS Group, LLC	AMCARE (Stylized)	85/195,363	12/10/2010	4025352	9/13/2011	Registered
United States	AmWINS Group, LLC	AMWINS	76/525,933	6/26/2003	2919605	1/18/2005	Registered
United States	AmWINS Group, LLC	AMWINS (Stylized)	77/831,797	9/22/2009	3833998	8/17/2010	Registered
United States	AmWINS Group, LLC	AMWINS BENEFIT WATCH	77/424,621	3/18/2008	3729180	12/22/2009	Registered
United States	AmWINS Group, LLC	AMWINS PEO COMPLUS	86/367,414	8/14/2014	4740981	5/19/2015	Registered
United States	AmWINS Group, LLC	AMWINS RX	85/880,093	4/6/2011	4056144	11/15/2011	Registered

United States	AmWINS Group, LLC	AMWINS RX (Stylized)	85/288,078	4/6/2011	4056141	11/15/2011	Registered
United States	AmWINS Group, LLC	BETTER LIVING WITH GENERICS	77/435,432	3/31/2008	3533686	11/18/2008	Registered
United States	AmWINS Group, LLC	BRINGING CLARITY TO CHAOS	86/699,664	7/21/2015	4940704	4/19/2016	Registered
United States	AmWINS Group, LLC	BROKERNETU SA (Standard)			Rhode Island State Reg. No. 200909004	9/15/2009	Registered
United States	AmWINS Group, LLC	COLEMONT (Standard)	78/519,416	11/18/2004	3045711	1/17/2006	Registered
United States	AmWINS Group, LLC	DEMOPRO	77/690,673	3/13/2009	3804300	6/15/2010	Registered
United States	AmWINS Group, LLC	EMPLOYERS DENTAL TRUST (Standard)		12/22/2016	App. No. 87278044	Pending	Pending
United States	AmWINS Group, LLC	ENVIROGUARD	75/711,182	5/20/1999	2338496	4/4/2000	Registered
United States	AmWINS Group, LLC	ENVIROPRO	77/690,696	3/13/2009	4067629	12/6/2011	Registered
United States	AmWINS Group, LLC	EREINSURE (Standard)	77/026,961	10/23/2006	3296328	9/25/2007	Registered
United States	AmWINS Group, LLC	GBS GROUP BENEFIT SERVICES	77/898,850	12/22/2009	3872407	11/9/2010	Registered
United States	AmWINS Group, LLC	GBS HR & BENEFIT SOLUTIONS	77/898,867	12/22/2009	3872408	11/9/2010	Registered
United States	AmWINS Group, LLC	GBS ONQ	76/438,118	8/5/2002	2715712	5/13/2003	Registered
United States	AmWINS Group, LLC	HEALTHWINS	77/228,017	7/12/2007	3378407	2/5/2008	Registered
United States	AmWINS Group, LLC	HEALTHWINS RX	77/252,373	8/10/2007	3603435	4/7/2009	Registered

United States	AmWINS Group, LLC	III (design)	76/674,421	3/22/2007	3364138	1/8/2008	Registered
United States	AmWINS Group, LLC	III Insurance Innovators Incorporated	76/674,420	3/22/2007	3354799	12/18/2007	Registered
United States	AmWINS Group, LLC	PIZZAPRO	77/195,343	6/1/2007	3521652	10/21/2008	Registered
United States	AmWINS Group, LLC	RECALLREADY (Standard)		11/17/2015	App. No. 86823152	Pending	Pending
United States	AmWINS Group, LLC	Retiree RxCare (Standard)		9/26/2016	App. No. 87183232	Pending	Pending
United States	AmWINS Group, LLC	RISKCURE	77/113,388	2/22/2007	3333999	11/13/2007	Registered
United States	AmWINS Group, LLC	SCRAPRO	77/195,243	6/1/2007	3521651	10/21/2008	Registered
United States	AmWINS Group, LLC	SPFM SPECIALTY PROGRAMS & FACILITIES MANAGERS, INC.	85/734,304	9/20/2012	4357094	6/25/2013	Registered
United States	AmWINS Group, LLC	SPRINKLERPRO	77/195,373	6/1/2007	3525033	10/28/2008	Registered
United States	AmWINS Group, LLC	THB (& Design)	86/340,418	6/17/2014	4692259	2/24/2015	Registered
United States	AmWINS Group, LLC	THERE'S A BETTER WAY	78/817,230	2/17/2006	3208119	2/13/2007	Registered
United States	AmWINS Group, LLC	WELDING DISTRIBUTOR PRO	77/195,381	6/1/2007	3499797	9/9/2008	Registered
United States	Colemont Corporation	COLEMONT INSURANCE BROKERS & Design	78/553,801	1/25/2005	3050598	1/24/2006	Registered
United States	Communitas, Inc.	COMMUNITAS	76/644,506	8/9/2005	3261672	7/10/2007	Registered
United States	AmWINS Group,	WEBTPA	75/907,953	1/31/2000	2486385	9/4/2001	Registered

	LLC						
United States	AmWINS Group, LLC	WEB-TPA	77/266,079	8/28/2007	3430147	5/20/2008	Registered
United States	AmWINS Group, LLC	WEB TPA & Design	77/266,103	8/28/2007	3448317	6/17/2008	Registered
United States	AmWINS Group, LLC	WEBTPA An AmWINS Group Company & Design	85/902,789	4/12/2013	4453983	12/24/2013	Registered
United States	AmWINS Group Benefit, Inc.	CLERGYCARE & Design	78/791,099	1/13/2006	3260286	7/10/2007	Registered
United States	AmWINS Group Benefit, Inc.	RETIREE BENEFIT ADVANTAGE	77/048,422	11/21/2006	3354958	12/18/2007	Registered
United States	AmWINS Group Benefit, Inc.	RETIREE BENEFIT CHOICE	85/325,870	5/20/2011	4094815	1/31/2012	Registered