

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMI Octagon, Inc.		05/28/2010	CORPORATION: VIRGINIA
CompManagement, Inc.		05/28/2010	CORPORATION: OHIO
Sedgwick Claims Management Services, Inc.		05/28/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1455 Market Street, 5 Fl.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1444423	JURIS
Registration Number:	2279704	OCCUNET
Registration Number:	2638113	RISK HEALTH SAFETY RHS SOLUTIONS
Registration Number:	2822090	VIAONE

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: john.flynn@federalresearch.com
 Correspondent Name: Sakina Karkat
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

900164517

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 REEL: 004223 FRAME: 0894**

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ATTORNEY DOCKET NUMBER:	455649
NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	06/14/2010
Total Attachments: 9 source=455649#page1.tif source=455649#page2.tif source=455649#page3.tif source=455649#page4.tif source=455649#page5.tif source=455649#page6.tif source=455649#page7.tif source=455649#page8.tif source=455649#page9.tif	

Addendum to Cover Page of Trademark Cover Page

1. Name of conveying party(ies)

CompManagement, Inc., a Ohio Corporation

SEDGWICK CLAIMS MANAGEMENT SERVICES, INC., a Illinois Corporation

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 May 28, 2010 is made by CMI Octagon, Inc., CompManagement, Inc. and Sedgwick Claims Management Services, Inc. (collectively, the "Grantors") 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, Columbus Midco Holdings, Inc., a Delaware corporation, and Columbus Mergerco, Inc., a Delaware corporation (to be merged into Fidelity Sedgwick Holdings, Inc., a Delaware corporation (to be renamed Sedgwick Holdings, Inc. on the Closing Date)), have entered into a Credit Agreement dated as of May 28, 2010 (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, as Swing Line Lender and as an L/C Issuer, and Barclays Capital, the investment banking division of Barclays Bank PLC, as Syndication Agent, and the Lenders party thereto from time to time;

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, each Grantor has executed and delivered that certain Security Agreement dated as of May 28, 2010 made by the Grantors to the Collateral Agent (as 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, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof 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, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in such Grantor'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 Grantor, 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 each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, 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. Each Grantor 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 Grantors 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.

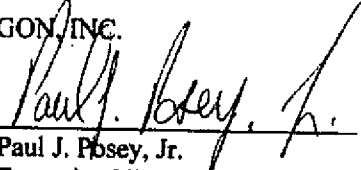
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each Grantor 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.

CMI OCTAGON, INC.

By: _____



Name: Paul J. Pbsey, Jr.
Title: Executive Vice President and
Chief Operating Officer

[Signature Page – First Lien Trademark Security Agreement]

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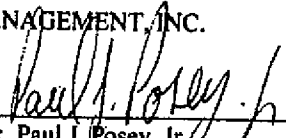
**SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.**

By:  _____
Name: Edwin B. Brewer, Jr.
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page – First Lien Trademark Security Agreement]

COMPANAGEMENT, INC.

By: _____



Name: Paul J. Posey, Jr.

Title: Executive Vice President and
Chief Operating Officer

[Signature Page – First Lien Trademark Security Agreement]

TRADEMARK

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Schedule 1 to Trademark Security Agreement

U.S. Trademark Registrations

Grantor	Trademark	Registration No.	Registration Date
Sedgwick Claims Management Services, Inc.	Juris	1,444,423	6/23/1987
CMI Octagon, Inc.	Occunet	2,279,704	9/21/1999
CompManagement, Inc.	Risk Health Safety RHS Solutions	2,638,113	10/22/2002
Sedgwick Claims Management Services, Inc.	viaOne	2,822,090	3/16/2004