

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement																
<b>CONVEYING PARTY DATA</b>																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>CMI Octagon, Inc.</td> <td></td> <td>05/28/2010</td> <td>CORPORATION: VIRGINIA</td> </tr> <tr> <td>CompManagement, Inc.</td> <td></td> <td>05/28/2010</td> <td>CORPORATION: OHIO</td> </tr> <tr> <td>Sedgwick Claims Management Services, Inc.</td> <td></td> <td>05/28/2010</td> <td>CORPORATION: ILLINOIS</td> </tr> </tbody> </table>		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
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<b>PROPERTY NUMBERS Total: 4</b>																	
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<b>CORRESPONDENCE DATA</b>																	
<p>Fax Number: (866)459-2899  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: john.flynn@federalresearch.com          Correspondent Name: Sakina Karkat          Address Line 1: 80 Pine Street          Address Line 2: Cahill Gordon &amp; Reindel LLP          Address Line 4: New York, NEW YORK 10005</p>																	

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**TRADEMARK  
 REEL: 004225 FRAME: 0203**

ATTORNEY DOCKET NUMBER:	455650
NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	06/15/2010
Total Attachments: 9 source=455650#page1.tif source=455650#page2.tif source=455650#page3.tif source=455650#page4.tif source=455650#page5.tif source=455650#page6.tif source=455650#page7.tif source=455650#page8.tif source=455650#page9.tif	

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CMI Octagon, Inc., a Virginia Corporation

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Second Lien Trademark Security Agmt

Execution Date: 05/28/2010

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as

Internal Address: Collateral Agent

Street Address: 1455 Market Street, 5th Fl

City: San Francisco State: CA Zip: 94103

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other N.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule 1

B. Trademark Registration No.(s) See Schedule 1

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Sakina Karkat  
Name of Person Signing

  
Signature

June 4, 2010  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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 Second Lien 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, 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 by the Lenders under the Credit Agreement 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.

[Remainder of page intentionally left blank]

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. Posey, Jr.

Title: Executive Vice President and  
Chief Operating Officer

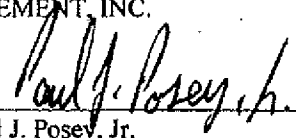
[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK

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COMPMANAGEMENT, INC.

By: \_\_\_\_\_



Name: Paul J. Posey, Jr.

Title: Executive Vice President and  
Chief Operating Officer


[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 004225 FRAME: 0210



SEDGWICK CLAIMS MANAGEMENT  
SERVICES, INC.

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

[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 004225 FRAME: 0211



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

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