

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1



SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPMANAGEMENT, INC.		12/30/2010	CORPORATION: OHIO
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2279704	OCCUNET	
CORRESPONDENCE DATA			
Fax Number:	(866)502-0091		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2024132759		
Email:	ohereliuk@hotmail.com		
Correspondent Name:	Hereliuk & Associates LLC		
Address Line 1:	747 Monroe Street, Suite 202		
Address Line 2:	Attn: Oleh Hereliuk		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	2279704 - 4		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		
Date:	01/06/2011		

OP \$40.00 2279704

700455070

TRADEMARK
 REEL: 004462 FRAME: 0027

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

Total Attachments: 6

source=Cover Sheet#page2.tif

source=Trademark Security Agreement - Second Lien#page1.tif

source=Trademark Security Agreement - Second Lien#page2.tif

source=Trademark Security Agreement - Second Lien#page3.tif

source=Trademark Security Agreement - Second Lien#page4.tif

source=Trademark Security Agreement - Second Lien#page5.tif

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

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 December 30, 2010 is made by the Person listed on the signature pages hereof (the "Grantor") 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, Sedgwick Holdings, Inc., a Delaware corporation (formerly Columbus Midco Holdings, Inc.) and Sedgwick Claims Management Services, Inc., an Illinois corporation (through a series of mergers, and pursuant to a Facilities Assumption, the Borrower), are parties to 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 benefiting from the making of the Loans by the Lenders under the Credit Agreement, Grantor is party to that certain Security Agreement dated as of May 28, 2010 made by the parties thereto 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 Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has 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, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in 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

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

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 Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of 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. 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 Grantor 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.

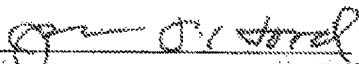
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

IN WITNESS WHEREOF, 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.

COMPANAGEMENT, INC.

By: 
Name: Jason R. Hood, Executive Vice President
Title: Chief Legal Officer and Secretary

Accepted and agreed:

BANK OF AMERICA, N.A., as Collateral
Agent for the Secured Parties

By: _____
Name:
Title:

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

21-Dec-2010 10:07 AM Bank of America 415-436-3427

8/8

IN WITNESS WHEREOF, 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.

COMPANAGEMENT, INC.

By: _____
Name:
Title:

Accepted and agreed:

BANK OF AMERICA, N.A., as Collateral
Agent for the Secured Parties

By: Lilliana Cizar
Name:
Title: Lilliana Cizar
 Vice President

TO:HERELIUK & ASSOCIATES LLC COMPANY:747 MONROE STREET, SUITE 202

Schedule 1 to Trademark Security Agreement

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Occunet	2,279,704	9/21/1999