

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4284330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EREINSURE.COM, INC	01/25/2017
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT
Street Address:	30 HUDSON STREET
Internal Address:	36TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7333940
Patent Number:	7565302
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<i>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.</i>	
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: 5	
source=AmWINS - Second Lien Patent Security Agreement (Executed)#page1.tif	
source=AmWINS - Second Lien Patent Security Agreement (Executed)#page2.tif	
source=AmWINS - Second Lien Patent Security Agreement (Executed)#page3.tif	

source=AmWINS - Second Lien Patent Security Agreement (Executed)#page4.tif

source=AmWINS - Second Lien Patent Security Agreement (Executed)#page5.tif

SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT dated as of January 25, 2017 (this “*Agreement*”), among EREINSURE.COM, INC., a Delaware corporation (a “*Grantor*”) 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 AMWINS GROUP, INC., a Delaware corporation (the “*Borrower*”), AMERICAN WHOLESALE INSURANCE HOLDING COMPANY, LLC, a Delaware limited liability company (“*Holdings*”), 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 “*Patent Collateral*”):

(a) all patents issued by the United States, and all applications for patents of the United States, including issued patents and pending applications in the United States Patent and Trademark Office (or any successor), including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein ((a) and (b) collectively, the “*Patents*”); 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.

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 Patents 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 Patent 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, Patent 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.

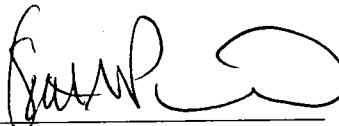
SECTION 7. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Patent 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]

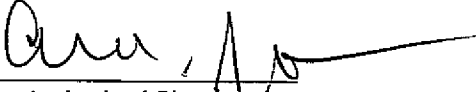
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

eReinsure.com, Inc.

By: 
Name: Scott M. Purviance
Title: Vice President and Secretary

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 Patent Security Agreement – AmWINS Group, Inc.]

PATENT
REEL: 041772 FRAME: 0065

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

Patents and Patent Applications

Country	Owner	Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status
United States	eReinsure.com, Inc.	Systems and Methods for Negotiating Reinsurance for a Risk	10/029,464	12/20/2001	7,333,940	2/19/2008	Issued
United States	eReinsure.com, Inc.	Negotiating Reinsurance For A Risk	11/939,411	11/13/2007	7,565,302	7/21/2009	Issued