

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (Second Lien) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|------------------------|
| Arrowhead General Insurance Agency, Inc. | | 08/08/2006 | CORPORATION: MINNESOTA |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Wachovia Bank, National Association |
| Street Address: | 201 South College Street |
| Internal Address: | 8th Floor |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28288-0680 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 2172436 | ARROWHEAD |
| Serial Number: | 76620357 | ARROWHEAD GROUP |
| Serial Number: | 78651546 | ARROWHEAD PREMIUM FINANCE |
| Serial Number: | 78651549 | AGIA PREMIUM FINANCE |
| Serial Number: | 78668733 | |
| Serial Number: | 78831132 | CYPRESS POINT - ARROWHEAD |
| Serial Number: | 78827904 | AGIA PAY |
| Serial Number: | 78831039 | AGIA PAY |
| Serial Number: | 78827899 | ARROWHEAD EXCHANGE |

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 2172436

Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N. Tryon St., Hearst Tower, 47th Fl.
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 13567.140 ARROWOOD GEN |
| NAME OF SUBMITTER: | Karl S. Sawyer, Jr. |
| Signature: | /Karl S. Sawyer, Jr./ |
| Date: | 08/23/2006 |

Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of August 8, 2006 by and between ARROWHEAD GENERAL INSURANCE AGENCY, INC., a Minnesota corporation (the "Grantor"), having its chief executive office at 701 B Street, Suite 2100, San Diego, California 92101, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of August 8, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Arrowhead General Insurance Agency Holding Corp., (the "Parent"), the Grantor, AGIA Merger Sub Co., ("AGIA Merger Sub", together with Grantor, the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Second Lien Collateral Agreement dated as of August 8, 2006 by and among the Parent, the Borrower, certain of the Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Agreement.

ARROWHEAD GENERAL INSURANCE
AGENCY, INC., as Grantor

By: *Francis D. Ruyak*
Name: Francis D. Ruyak
Title: President

ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Diego

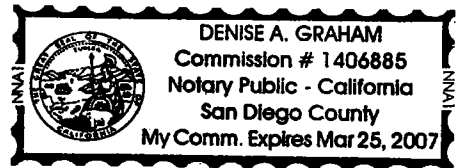
I, Denise A. Graham, a Notary Public for said County and State, do hereby certify that Francis D. Ruyak personally appeared before me this day and stated that (s)he is President of Arrowhead General Insurance Agency, Inc. and acknowledged, on behalf of Arrowhead General Insurance Agency, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 8th day of August, 2006.

Denise A. Graham
Notary Public

My commission expires:

03-25-07



[Signature Pages Continue]

Agreed and Accepted as of the
8th day of August, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: William R. Goley
Name: WILLIAM R. GOLEY
Title: DIRECTOR
WACHOVIA BANK, NATIONAL ASSOCIATION

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademarks and Trademark Applications:

| Owner | Trademark or Trademark Application | Registration Or Application Number | Filing Date |
|--|---|---|--------------------|
| Arrowhead General Insurance Agency, Inc. | ARROWHEAD | 2172436 | Issued 7/14/98 |
| Arrowhead General Insurance Agency, Inc. | ARROWHEAD GROUP | 76/620,357 | Filed 11/12/04 |
| Arrowhead General Insurance Agency, Inc. | Arrowhead Premium Finance | 78/651,546 | Filed 6/15/05 |
| Arrowhead General Insurance Agency, Inc. | AGIA Premium Finance | 78/651,549 | Filed 6/15/05 |
| Arrowhead General Insurance Agency, Inc. | AGIA Logo | 78/668,733 | Filed 7/12/05 |
| Arrowhead General Insurance Agency, Inc. | Cypress Point Arrowhead | 78/831,132 | Filed 3/07/06 |
| Arrowhead General Insurance Agency, Inc. | AGIA Pay | 78/827,904 | Filed 3/02/06 |
| Arrowhead General Insurance Agency, Inc. | AGIA Pay & Design | 78/831,039 | Filed 3/07/06 |
| Arrowhead General Insurance Agency, Inc. | Arrowhead Exchange & Design | 78/827,899 | Filed 3/02/06 |

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Licenses:

| Name of Licensee/Licensor | Date | Trademark Licensed/Assigned | Description of Product License Applies |
|--|------|-----------------------------|--|
| Arrowhead has granted a limited license to three independent insurance producers, wherein the producers are allowed to post the Arrowhead "shoe" logo on their website for advertising purposes. | | | |