

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CMI Octagon, Inc.		12/26/2006	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A.		
Street Address:	101 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2279704	OCCUNET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 859 8000		
Email:	carrie.kingsley@friedfrank.com		
Correspondent Name:	Carrie B. Kingsley		
Address Line 1:	Fried Frank Harris Shriver & Jacobson		
Address Line 2:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	30029-117		
NAME OF SUBMITTER:	Carrie B. Kingsley		
Signature:	/cbk/		
Date:	01/19/2007		

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Total Attachments: 4

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## 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 26, 2006 is made by the Persons listed on the signature pages hereof (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, Fidelity Sedgwick Corporation, Inc., a Delaware corporation, and Sedgwick CMS Holdings, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of January 31, 2006 (as first amended on February 28, 2006 and second amended on September 13, 2006, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank of America, N.A., as L/C Issuer, Swing Line Lender and Administrative Agent, Wachovia Bank, National Association, 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 treasury management and other services giving rise to Cash Management Obligations from time to time, each Grantor has executed and delivered a Security Agreement Supplement, dated as of the date hereof, to that certain Security Agreement dated as of January 31, 2006 made by the Grantors therein to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and has thereby become a party to such 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.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable 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 and any other appropriate governmental authorities.

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 ratable benefit of the Secured Parties a continuing security interest in all of 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 grant of a security interest therein would 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, dilution, violation, misuse or breach 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.

**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 Commissioner for Trademarks and any other applicable government officer 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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[Signature Pages Follow]

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: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule 1 to Trademark Security Agreement**

**U.S. Trademark Registrations**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No</u>	<u>Owner</u>
OCCUNET*	United States	2279704	CMI Octagon, Inc.