

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FED USA, RETAIL, INC.		01/31/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2655460	FED USA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038266-0068		
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona		
<b>Signature:</b>	/kristinazcona/		
<b>Date:</b>	02/07/2007		

OP \$40.00 2655460

**Total Attachments: 17**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Affirmative Insurance Holdings, Inc., a Delaware corporation, has entered into a Credit Agreement, dated as of January 31, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, the Administrative Agent, Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity and together with its successors, the "Administrative Agent") and as collateral agent (in such capacity and together with its successors, the "Collateral Agent"), as sole lead arranger and as sole bookrunner. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 31, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments

now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right

under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

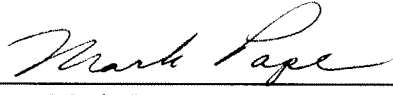
Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

AFFIRMATIVE INSURANCE HOLDINGS, INC.,

By:   
Name: Mark E. Pape  
Title: Chief Financial Officer and Executive  
Vice President

AFFIRMATIVE UNDERWRITING SERVICES,  
INC.

AFFIRMATIVE INSURANCE SERVICES OF  
FLORIDA, INC.

A-AFFORDABLE INSURANCE AGENCY, INC.  
DRIVER'S CHOICE INSURANCE SERVICES,  
LLC

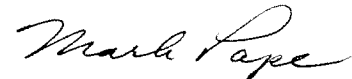
INSUREONE INDEPENDENT INSURANCE  
AGENCY, LLC

YELLOW KEY INSURANCE AGENCY, INC.

FED USA RETAIL, INC.

FED USA FRANCHISING, INC.

USAGENCIES, L.L.C.

By:   
Name: Mark E. Pape  
Title: Executive Vice President

State of ILLINOIS

County of COOK \_\_\_\_\_, 2007


Then personally appeared the above named MARK PAPE, as  
VP-CFO of Affirmative Insurance Holdings, Inc., and acknowledged the foregoing  
instrument to be her free act and deed as VP-CFO of Affirmative Insurance  
Holdings, Inc., before me,



Notary Public   
My commission expires:  
12-19-2010


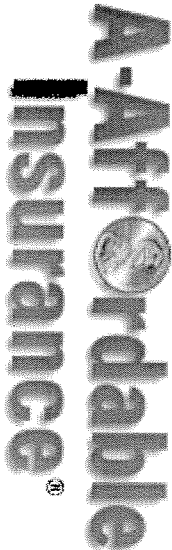
Schedule 1


TRADEMARKS


Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Affirmative Insurance Holdings, Inc.	3,052,363 76/600,933	02-20-2004 02-20-2004 07-06-2004 01-31-2006	Must file Decl. Of Cont. Use (6 yr.) 1-31-2012 Must file Sec. 8 (10 yr.) Affidavit 01-31-2016	<p style="text-align: center;">Affirmative Insurance Holdings, Inc.</p>  <p style="text-align: center;">Affirmative</p>
Affirmative Insurance Holdings, Inc.	3,081,233 76/600,934	12-11-2003 02-20-2004 07-06-2004 04-18-2006	Must file Decl. Of Cont. Use (6 yr.) 04-18-2012 Must file Sec. 8 (10 yr.) Affidavit 04-18-2016	<p style="text-align: center;">Affirmative</p>



Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Affirmative Insurance Holdings, Inc.	3,052,364 76/600,935	02-20-2004 02-20-2004 07-06-2004 01-31-2006	Must file Decl. Of Cont. Use (6 yr.) 1-31-2012 Must file Sec. 8 (10 yr.) Affidavit 01-31-2016	
Affirmative Underwriting Services, Inc.	3,052,365 76/600,936	02-20-2004 02-20-2004 07-06-2004 01-31-2006	Must file Decl. Of Cont. Use (6 yr.) 1-31-2012 Must file Sec. 8 (10 yr.) Affidavit 01-31-2016	

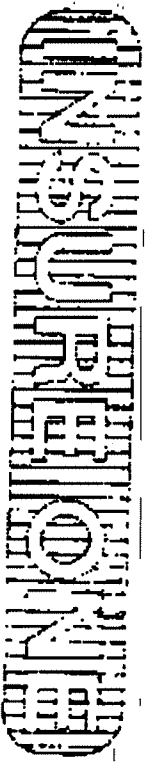
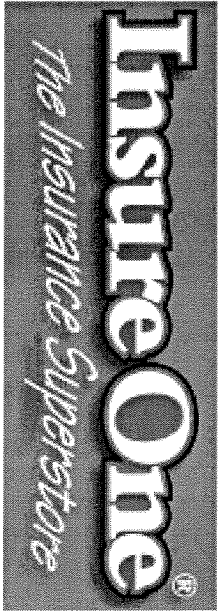
Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Affirmative Insurance Services of Florida, Inc.	3043755 76600937	02-01-1993 02-01-1993 07-06-2004 01-17-2006	Must file Decl. Of Cont. Use (6 yr) 01-17-2012 Must file Sec. 8 (10 yr.) Affidavit 01-17-2016	 <p>Space Coast Underwriters</p>
A-Affordable Insurance Agency, Inc.	2,108,242 75-046,659	04-01-1991 03-01-1995 01-22-1996 10-28-1997	Must file Sec. 8 (10 yr.) Affidavit 10-28-2007	

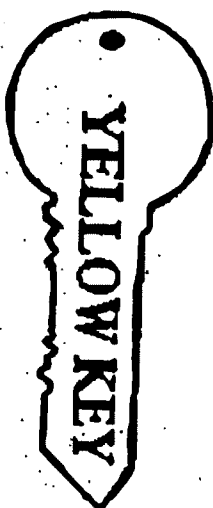
Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
A- Affordable Insurance Agency, Inc.	2,092,614 75-046,660	04-01-1991 03-01-1995 01-22-1996 09-02-1997	Must file Sec. 8 (10 yr.) Affidavit 09-02-2007	A-Affordable Insurance
Driver's Choice Insurance Services, LLC	3075204 76600938	02-02-2002 02-02-2002 7-06-2004 04-04-2006	Must file Decl. Of Cont. Use (6 yr) 04-04-2012 Must file Sec. 8 (10 yr.) Affidavit 04-04-2016	<p style="text-align: center;">Driver's Choice Insurance Services</p> 

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
InsureOne Independent Insurance Agency, LLC	2,382,054 75-266,853	03-01-1997 03-01-1997 03-31-1997 09-05-2000	Filed Decl. Of Cont. Use (6 yr) 05-15-2006 Must file Sec. 8 (10 yr.) Affidavit 09-05-2010	<p style="text-align: center;">The Insurance Superstore</p>
InsureOne Independent Insurance Agency, LLC	2,372,895 75-800613	07-01-1999 07-01-1999 09-16-1999 08-01-2000	Aff. Cont. Use. filed 02-17-2006 Must file Sec. 8 (10 yr.) Affidavit 08-01-2010	<p style="text-align: center;">INSUREONE</p> 

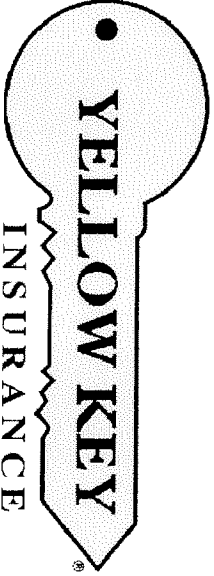

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
InsureOne Independent Insurance Agency, LLC	2,274,850 75-304,491	06-01-1997 06-01-1997 06-01-1997	Aff of Cont. Use (6 yr.) filed 8-31-2005 Must file Sec. 8 (10 yr.) Affidavit 08-31-2009	<b>DEALERONE</b>
InsureOne Independent Insurance Agency, LLC	2,231,104 75-184,143	03-01-1998 03-01-1998 10-21-1996 03-09-1999	Aff. Cont. use filed 03-01-2005 Must file Sec. 8 (10 yr.) Affidavit 03-09-2009	<b>SEGUROS UNO</b>

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
InsureOne Independent Insurance Agency, LLC	2,217,852 75-288,357	06-01-1996x 06-01-1996 05-08-1997 01-12-1999	Aff. Cont. use filed 02-15-2005 Must file Sec. 8 (10 yr.) Affidavit 1-12-2009	INSUREONE.COM
InsureOne Independent Insurance Agency, LLC	2,104,486 74-101,998	11-01-1989 11-01-1989 10-01-1990 10/14/1997	Sec. 8/Sec. 15 Aff. Filed 12-23-2003 Must file Sec. 8 (10 yr.) Affidavit 10/14/2007	INSURE ONE

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
InsureOne Independent Insurance Agency, LLC	2,104,485 74-101,980	04-30-1990 04-30-1990 10-01-1990 10/14/1997	Sec. 8/Sec. 15 Aff. Filed 01-07-2004 Must file Sec. 8 (10 yr.) Affidavit 10/14/2007	 <p>INSURE ONE</p>
InsureOne Independent Insurance Agency, LLC	3164378 76600939	03-01-1997 03-01-1997 07-06-2004 10-31-2006	Must file Decl. Of Cont. Use (6 yr) 10-31-2012	<p>InsureOne, the Insurance Superstore</p> 

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Yellow Key Insurance Agency, Inc.	2,363,909 75-580,290	12-01-1971 12-01-1971 10-30-1998 07-04-2000	Aff. of Cont. Use Filed 7-20-2006 ----- Must file Sec. 8 (10 yr.) Affidavit 7-04-2010	<p>Mark / Logo</p> <p>Yellow Key</p> 
Yellow Key Insurance Agency, Inc.	2,320,884 75-580,165	12-01-1971 12-01-1971 10-30-1998 02-22-2000	Aff. Of Continued Use Filed 7-17-2006 ----- Must file Sec. 8 (10 yr.) Affidavit 2-22-2010	<p>YELLOW KEY</p>



Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Yellow Key Insurance Agency, Inc.	3161423 76645226	12-01-1971 12-01-1971 08-18-2005 12-24-2006	Must File Aff. Of Continued Use 12-24-2012  Must file Sec. 8 (10 yr.) Affidavit 12-24-2016	 <p>Yellow Key Insurance</p>
InsureOne Independent Insurance Agency, LLC  (by acquisition of assets of InsureOne Independent Insurance Agency, Inc.)	Mexican Patent Office 664674 431146	Unknown Unknown 06-15-2000 07-25-2000		 <p>INSUREONE</p>

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Fed USA, Retail, Inc. Licensed to Fed USA Franchising, Inc.	2647992 76049084	05-15-2000 05-15-2000 11-12-2002	Must File Aff. Of Continued Use 11-12-2008 Must file Sec. 8 (10 yr.) Affidavit 11-12-2012	Fed USA Insurance/Financial Services
Fed USA, Retail, Inc. Licensed to Fed USA Franchising, Inc.	2647991 76049083	05-15-2000 05-15-2000 05-15-2000 11-12-2002	Must File Aff. Of Continued Use 11-12-2008 Must file Sec. 8 (10 yr.) Affidavit 11-12-2012	FED USA

Grantor	U.S. Patent Office Registration No. / Serial Number	Date: 1 <sup>st</sup> Use / In Commerce / Original Filing / Registered	Date: Expiration	Mark / Logo
Fed USA, Retail, Inc. Licensed to Fed USA Franchising, Inc.		05-15-2000 05-15-2000 05-11-2000 12-03-2002	Must File Aff. Of Continued Use 12-03-2008 Must file Sec. 8 (10 yr.) Affidavit 12-03-2012	 <p>Fed USA and design</p>

DOMAIN NAMES

Grantor	Domain Names
USAgencies, L.L.C.	usagencies.com
USAgencies, L.L.C.	primeraopcion.biz
USAgencies, L.L.C.	primeraopcion.com
USAgencies, L.L.C.	primeraopcion.info
USAgencies, L.L.C.	primeraopcion.net
USAgencies, L.L.C.	primeraopcion.org
USAgencies, L.L.C.	primeraopcion.tr
USAgencies, L.L.C.	ultimateinsuranceservices.com