# \$40.00 76644

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT (SECOND LIEN)	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMMUNITAS, INC.	FORMERLY webTPA, Inc.	06/08/2007	CORPORATION: TEXAS

# **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: 1

Property Type	Number	Word Mark
Serial Number:	76644506	COMMUNITAS

### **CORRESPONDENCE DATA**

Fax Number: (704)353-3871

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704.331.5792

Email: docket@kennedycovington.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: 214 North Tryon Street

Address Line 2: Hearst Tower, 47th Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.150
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/karl s sawyer jr/

TRADEMARK REEL: 003565 FRAME: 0155

900079868

Date:	06/21/2007
Total Attachments: 6 source=COMMUNITAS INC TM Sec Agree	2nd Lien#page2.tif 2nd Lien#page3.tif
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# TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (this "<u>Agreement</u>") dated as of June 8, 2007 by and between COMMUNITAS, INC. (f/k/a webTPA, Inc.), a Texas corporation (the "<u>Grantor</u>"), having its chief executive office at 8500 Freeport Parkway South, Suite 400, Irving, Texas 75063 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "<u>Administrative Agent</u>"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Second Lien Credit Agreement dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among American Wholesale Insurance Holding Company, LLC, a Delaware limited liability company, as Parent, AmWINS Group, Inc., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Second Lien Collateral Agreement dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

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) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed under Applicable Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark 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

4845-7591-1937.01

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.

[Signature page follows]

4845-7591-1937.01

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

COMMUNITAS, INC., as Grantor

Name

Name: 30.4 M

Title: Via Prusiden

# **ACKNOWLEDGMENT**

STATE OF North Carolina

COUNTY OF Mecklenburg

I, AMUL. TOSINGU, a Notary Public for said County and State, do hereby certify that Scott M. PoniorCopersonally appeared before me this day and stated that (s)he is Vico Posident of Communitas, Inc. and acknowledged, on behalf of Communitas, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_ day of June, 2007.

Notary Public

My commission expires:

[Second Lien Trademark Security Agreement]

Agreed and Accepted as of the 8 day of June, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: William R. Goley
Title: Director

[Second Lien Trademark Security Agreement]

# Schedule A to Trademark Security Agreement

# TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	Reg. or Serial No.
webTPA, Inc.  (n/k/a Communitas, Inc.)	COMMUNITAS	76644506

4845-7591-1937.01

# Schedule B to Trademark Security Agreement

# TRADEMARK LICENSES

None.

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