

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMWINS Group, Inc.		04/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1525 West W.T. Harris Boulevard
Internal Address:	NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77424621	AMWINS BENEFIT WATCH
Serial Number:	77518592	AMWINS BRIDGECARE
Registration Number:	2390506	AUTOGUARD
Registration Number:	3533686	BETTER LIVING WITH GENERICS
Serial Number:	77690652	BEVERAGEPRO
Serial Number:	77690673	DEMOPRO
Registration Number:	2338496	ENVIROGUARD
Serial Number:	77690696	ENVIROPRO
Registration Number:	3378407	HEALTHWINS
Serial Number:	77252373	HEALTHWINS RX
Registration Number:	3381620	NO BORDERS INTERNATIONAL MEDICAL BENEFITS
Serial Number:	77691547	PARKPRO

CORRESPONDENCE DATA

900131241

**TRADEMARK
 REEL: 003968 FRAME: 0434**

CH \$315.00 77424621

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-350-7728
Email: bsmith@winston.com
Correspondent Name: Abigail DeBlasis
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	80393.07000
NAME OF SUBMITTER:	Abigail DeBlasis
Signature:	/Abigail DeBlasis/
Date:	04/07/2009

Total Attachments: 6
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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of April 1, 2009 by and between AMWINS GROUP, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 4725 Piedmont Row Drive, Suite 600, Charlotte, NC 28210 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262, 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

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]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

AMWINS GROUP, INC., as Grantor

By: M. Steven Decarlo
Name: M. Steven Decarlo
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Mecklenburg

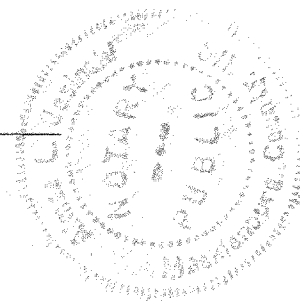
I, Aimee L. Jasinski, a Notary Public for said County and State, do hereby certify that M. Steven Decarlo personally appeared before me this day and stated that (s)he is Chief Executive Officer of AmWINS Group, Inc. and acknowledged, on behalf of AmWINS Group, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 1 day of April, 2009.

Aimee L. Jasinski
Notary Public

My commission expires:

11/16/2013



Agreed and Accepted as of the 1st day of
April, 2009.

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

Mark	Ser. No./ Reg. No.	Owner	Filing Date	Reg. Date
AMWINS BENEFIT WATCH	77/424,621	AmWINS Group, Inc.	3/18/08	
AMWINS BRIDGECARE	77/518,592	AmWINS Group, Inc.	7/10/08	
AUTOGUARD	2,390,506	AmWINS Group, Inc. (by assignment)	5/20/99	9/26/00
BETTER LIVING WITH GENERICS	3,533,686	AmWINS Group, Inc.	3/31/08	11/18/08
BEVERAGEPRO	77/690,652	AmWINS Group, Inc.	3/13/09	
DEMOPRO	77/690,673	AmWINS Group, Inc.	3/13/09	
ENVIROGUARD	2,338,496	AmWINS Group, Inc. (by assignment)	5/20/99	4/4/00
ENVIROPRO	77/690,696	AmWINS Group, Inc.	3/13/09	
HEALTHWINS	3,378,407	AmWINS Group, Inc.	7/12/07	2/5/08
HEALTHWINS RX	77/252,373	AmWINS Group, Inc.	8/10/07	
NO BORDERS INTERNATIONAL MEDICAL BENEFITS	3,381,620	AmWINS Group, Inc.	7/27/07	2/12/08
PARKPRO	77/691,547	AmWINS Group, Inc.	3/16/09	

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.