

10-15-2004



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102859981

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

923-04

1. Name of conveying party(ies):

ABLECO FINANCE LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Merger
- Change of Name

Execution Date: 08/17/2004

2. Name and address of receiving party(ies)

Name: N.E.W. Customer Service Companies,

Internal Address: Inc. and parties on Schedule B

Street Address: 22894 Pacific Boulevard

City: Sterling State: VA Zip: 20166

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/243,817 and
add'l trademarks listed on Schedule A

B. Trademark Registration No.(s) 2,202,043 and
add'l trademarks listed on Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Luis Rodriguez

Internal Address: _____
Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 78

7. Total fee (37 CFR 3.41).....\$ 1965⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10/14/2004 METACHE 00000237 76243817

01 FC:0521
02 FC:0522

40.00 OP
1925.00 OP

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

September 8, 2004
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231



09-23-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK
REEL: 003060 FRAME: 0526

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TRADEMARK FEE PROCESS
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FILE

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY







Trademarks and Trademark Applications


Trademarks

NATIONAL ELECTRONICS WARRANTY CORPORATION

Schedule of Service Mark Applications and Registrations.

Mark	Class	App. No. / Reg. No.	Date Filed / Registered
APPLIANCE PROTECTION PLUS	36	2,202,043	11/03/98
CONNECTING CONSUMERS WITH THEIR PRODUCTS	35	76/243,817	04/19/01
CONNECTING CONSUMERS WITH THEIR PRODUCTS	36	76/243,818	04/19/01
CONNECTING CONSUMERS WITH THEIR PRODUCTS	42	76/243,819	04/19/01
CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS	36	2,414,286	12/19/00
EARNINGS EQUALS CUSTOMER RELATIONS MANAGEMENT TAKEN TO A HIGHER LEVEL	35, 36, 37, 42	76/447,426	09/05/02
E=CRM2	35, 37	76/332,603	10/31/01
E=CRM2	36	76/332,602	10/31/01
E=CRM2	42	76/332,604	10/31/01
E=CRM²	35, 36, 37, 42	76/447,425	09/05/02
I WANT A NEW ONE!	36	2,414,287	12/19/00
JUST FOR YOUR PIECE OF MIND	36	75/296,007	05/22/97
KEEP IT NEW!	36	2,006,401	10/08/96

Mark	Class	App. No / Reg. No.	Date Filed / Registered
	36	1,527,326	02/28/89
	36	2,015,907	11/12/96
	36	1,760,770	03/23/93
	35	2,110,359	11/04/97
N.E.W. PRODUCT ASSIST	42	2,299,328	12/14/99
N.E.W. WARRANTYGUARD	36	75/322,597	07/10/97
N.E.W. WHOLE HOME PLAN	36	75/495,482	06/03/98
	35	2,411,864	12/12/00
	36	2,368,059	07/18/00
PLAY IT AGAIN CD PLAN	36	2,241,143	04/20/99
POWER PLUS PROTECTION	36	76/450,570	09/12/02
PRICE PLUS	36	1,747,399	01/19/93
PRODUCT ASSIST	42	2,148,430	03/31/98
THE REPAIRMAN	36	1,748,835	01/26/93






Mark	Class	App. No. / Reg. No.	Date Filed / Registered
	36	1,714,110	09/08/92
SATISFACTION PLUS	36	1,737,026	12/01/92
SMART SYSTEM	35	76/241,723	04/17/01
SMART SYSTEM	36	76/438,543	08/05/02
TECHNICARD	37, 42	2,425,496	01/30/01
THE NEW FORMULA FOR HIGHER EARNINGS	35, 36, 37, 42	76/447,304	09/05/02
TRUE COMFORT	35	75/449,278	03/12/98
TRUE COMFORT	36	75/449,240	03/12/98
WELCOME TO THE NEW WAY OF DOING BUSINESS	35	2,368,058	07/18/00
WELCOME TO THE NEW WAY OF DOING BUSINESS	36	2,311,922	01/25/00
WHOLE HOME PLAN	36	2,284,173	10/05/99
WOW!	35	2,234,920	03/23/99




**NATIONAL ELECTRONICS WARRANTY CORPORATION
(REPAIRNOW.COM DIVISION)**

Schedule of Service Mark Applications and Registrations

Mark	Class	App. No. / Reg. No.	Date Filed/ Registered
GET IT FIXED RIGHT. NOW.	35	2,474,254	07/31/01
GET IT FIXED RIGHT. NOW.	36	75/734,226	06/16/99
GET IT FIXED RIGHT. NOW.	37	2,472,196	07/24/01
GET IT FIXED RIGHT. NOW.	42	2,493,261	09/25/01
THE GLITCH	35	75/696,171	05/03/99
THE GLITCH	36	75/696,168	05/03/99
THE GLITCH	37	75/696,156	05/03/99
THE GLITCH	42	75/696,155	05/03/99

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Mark	Class	App. No. / Reg. No.	Date Filed/ Registered
	35	75/805,864	09/21/99
	36	75/804,222	09/21/99
	37	75/804,221	09/21/99
	42	75/804,220	09/21/99
REPAIR.COM	35	2,454,276	05/22/01
REPAIR.COM	36	75/804,218	3/26/02
REPAIR.COM	37	75/804,217	09/21/99
REPAIR.COM	42	2,464,724	06/26/01
REPAIRNOW	35	75/805,863	09/21/99
REPAIRNOW	36	75/804,046	09/21/99
REPAIRNOW	37	75/805,862	09/21/99
REPAIRNOW	42	75/804,788	09/21/99
REPAIRNOW.COM	35	2,449,889	05/08/01
REPAIRNOW.COM	36	75/696,298	05/03/99
REPAIRNOW.COM	37	2,439,319	03/27/01
REPAIRNOW.COM	42	2,448,293	05/01/01
	35	2,437,556	03/20/01

Mark	Class	App. No. / Reg. No.	Date Filed/ Registered
	36	75/696,172	05/03/99
	37	2,448,290	05/01/01
	42	2,448,292	05/01/01

NATIONAL ELECTRONICS WARRANTY CORPORATION

GENCO DISTRIBUTION SYSTEM INC.

(National Electronics Warranty Corporation holds a 50% interest in the marks indicated below and Genco Distribution System Inc. holds the other 50% interest in such marks.)

Schedule of Federal Service Mark Applications

Mark	Class	App. No.	Date Filed/ Registered
MANUALS ONLINE	42	76/247,659	04/27/01
MY PURCHASE FILE	35, 36, 42	76/247,658	04/27/01
MY WARRANTY FILE	35, 36, 42	76/249,019	05/01/01
PRODUCT ASSIST	35, 36, 42	76/249,018	05/01/01
PRODUCT ASSIST IS ONLINE SO YOUR CUSTOMERS DONT HAVE TO STAND IN ONE	35, 42	2,522,529	12/25/01
QUICK ASSIST	35	2,614,755	05/01/01
QUICK ASSIST	42	76/249,023	05/01/01

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Mark	Class	App. No.	Date Filed/ Registered
RETURN ASSIST	36	2,622,450	09/17/02
SERVICE CENTER ONLINE	35	76/256,065	05/14/01
SERVICE CENTER ONLINE	36	76/256,064	05/14/01
SERVICE CENTER ONLINE	37		
SERVICE CENTER ONLINE	42	76/256,063	05/14/01

SCHEDULE B

SUBSIDIARIES

NATIONAL ELECTRONICS WARRANTY CORPORATION
N.E.W. HOME WARRANTY SERVICES, INC.
N.E.W. INSURANCE AGENCY, INC.
N.E.W. SELLERS ASSOCIATION, INC.

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August 17, 2004 ("Effective Date") by Ableco Finance LLC ("Assignee") in favor of N.E.W. Customer Service Companies, Inc. (the "Parent") and each of the Subsidiaries of the Parent identified on Schedule B hereto (the Subsidiaries, together with the parent, are referred to hereinafter each individually as an "Assignor" and collectively as the "Assignors").

WHEREAS, pursuant to the terms and conditions of that certain Assignment for Security Trademarks, dated as of May 17, 2003, (the "Trademark Security Agreement"), Assignor assigned and granted to Assignee a continuing security interest in all of its right, title and interest in and to its Trademarks (as defined in the Trademark Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Collateral") together with the goodwill associated therewith;

WHEREAS, Assignor has paid all of its outstanding indebtedness to Assignee secured by Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral.

If and to the extent Assignee has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to Assignor.

Assignee shall take all further actions, and provide to Assignor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Assignor, at Assignor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Assignee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC

By: [Signature]

Name: Kevin Genda

Title: SVP, Chief Credit Officer

STATE OF)
) SS.
COUNTY OF)

On this 13 day of August, 2004, there appeared before me Kevin Genda, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of ABLECO FINANCE LLC.

[Signature]
Notary Public

DAVID POGODA
Notary Public, State of New York
No. 01PO8092170
Qualified in New York County
Commission Expires May 12, 2007

TRADEMARK RELEASE SIGNATURE PAGE

SCHEDULE A

RECORDED: 09/23/2004

TRADEMARK
REEL: 003060 FRAME: 0536