

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.U.L. Corp.		12/09/2004	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Associates Underwriting Limited L.L.C.
Street Address:	1325 Imola Avenue West, Suite 318
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94559
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2499529	AUL ADMINISTRATORS
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE
Registration Number:	1903002	AUL
Registration Number:	2531851	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.
Registration Number:	2792824	MONTICELLO ADJUSTING

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-446-4727
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley Smith, Sr. Legal Assistant

CH \$190.00 2499529

Address Line 1: 153 East 53rd Street
Address Line 2: Kirkland & Ellis
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Hayley Smith, Sr. Legal Assistant
Signature:	//Hayley Smith//
Date:	05/11/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 9, 2004 (the "Effective Date") by and between A.U.L. Corp. (the "Assignor"), a Nevada corporation, and Associates Underwriting Limited L.L.C., a Nevada limited liability company (the "Assignee").

WHEREAS, the Assignor is engaged in the business of marketing and administering service contracts for automobiles through independent insurance agents and related services (the "Automobile Insurance Business");

WHEREAS, the Assignee is in the business of providing consulting, advisory and other services relating to automobile warranties and service contracts; and

WHEREAS, Assignor and Assignee have entered into that certain Termination and Assignment Agreement, dated as of the date hereof (the "Termination Agreement"), pursuant to which (i) the parties agreed to terminate that certain Amended and Restated Assignment by and among the parties, dated as of July 1, 2000 (the "2000 Assignment"), and (ii) the Assignor agreed that the intellectual property granted under the 2000 Assignment reverted back to the Assignee and, in connection therewith, the Assignor agreed to assign all right, title and interest in, to and under such intellectual property to the Assignee.

NOW, THEREFORE, for such good and valuable consideration set forth in the Termination Agreement, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee all right, title and interest in, to and under the trademark registrations set forth on Exhibit A, including, without limitation, all income, royalties and payments due or payable as of the Effective Date and thereafter, all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of any of the foregoing trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the trademark registrations set forth on Exhibit A.

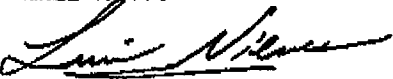
Assignor shall, at Assignee's request, take all further actions, and provide Assignee, and Assignee's successors, assigns and/or other legal representatives, its cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment and as may be necessary to effect, implement, evidence and/or record the assignment set forth hereunder.

This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

**ASSOCIATES UNDERWRITING
LIMITED L.L.C.**

By: 
Name: LEWIS NIBBIE
Title: MANAGING PARTNER

A.U.L. CORP.




By: 
Name: TIM MAHER
Title: CFO

Exhibit A

<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>App/Reg. Date</u>	<u>Goods/ Services</u>
AUL ADMINISTRATORS & Design 	Reg.	2499529	October 23, 2001	Administering vehicle service contracts for used vehicles
THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	Reg.	2389758	September 26, 2000	Administering vehicle service contracts for used vehicles
THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA and Design 	Reg.	2468961	July 17, 2001	Administering vehicle service contracts for used vehicles
ANY YEAR AND ANY MILEAGE	Reg.	1902997	July 4, 1995	Administering vehicle service contracts for used vehicles
AUL	Reg.	1903002	July 4, 1995	Administering vehicle service contracts for used vehicles
WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.	Reg.	2531851	January 22, 2002	Administering vehicle service contracts for used vehicles
MONTICELLO ADJUSTING	Reg.	2792824	December 9, 2003	Claims adjustment in the field of vehicle service contracts