

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

Asurion Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **May 19, 2005**

2. Name and address of receiving party(ies)

Name: **Bank of America, N.A., as Adm. Agent**
Internal Mail Code **IL1-231-08-30**

Street Address: **231 LaSalle St.**

City: **Chicago** State: **IL** Zip: **60697**

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

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) **2698459**

B. Trademark Registration No.(s) **78341741**

Additional number(s) attached Yes No

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

Name: **Regina Lucas**

Internal Address: **c/o McGuireWoods LLP**
Suite 2900

Street Address: **100 N. Tryon Street**

City: **Charlotte** State: **NC** Zip: **28202-4011**

6. Total number of applications and registrations involved: **22**

7. Total fee (37 CFR 3.41).....\$ **565.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0437

DO NOT USE THIS SPACE

9. Signature.

Regina Lucas
Name of Person Signing

Regina Lucas
Signature

May 31, 2005
Date

Total number of pages including cover sheet, attachments, and document: **9**

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

CH \$565.00 130437 78341741

Schedule A**Issued Patents**

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
----------------	----------------	-------------------	-------------------	--------------------	--------------

N/A

Pending Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
----------------	----------------	-------------------	--------------------	--------------------	--------------

N/A

Patent Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
----------------	----------------	-------------------	-----------------------------	--------------------	--------------

N/A

Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
-----------------------------	-----------------	-----------------	-------------	-----------------------	------------------------	-----------------------

N/A

Schedule B

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	
Asurion Corporation	USA	Asurion	2698459	3/18/2003	1.
Asurion Corporation	USA	Asurion Roadside Assistance Connection Protection	2937841	4/5/2005	2.
Asurion Corporation	USA	IntelliRESCUE	2295230	11/30/1999	3.
Asurion Corporation	USA	Mobile Protection Plus	2704834	4/8/2003	4.
Asurion Corporation	USA	Mr. Rescue	2396756	10/24/2000	5.
Asurion Corporation	USA	Nick Of Time*	1536786	4/25/1989	6.
Asurion Corporation	USA	Nick Of Time Design*	2273590	8/31/1999	7.
Asurion Corporation	USA	Nick Of Time Design*	2273689	8/31/1999	8.
Asurion Corporation	USA	Our Passion is Your Peace of Mind	2911185	12/14/2004	9.
Asurion Corporation	USA	Rescue Link	2301365	12/21/1999	10.
Asurion Corporation	USA	Rescue Link and Design	2287169	10/19/1999	11.
Asurion Corporation	USA	Road Rescue	2708252	4/22/2003	12.
Asurion Corporation	USA	Saved By the Bell*	2238093	4/13/1999	13.
Asurion Corporation	USA	Smart Rescue	2358029	6/13/2000	14.
Asurion Corporation	Australia	Mr. Rescue	751654	12/24/97	
Asurion Corporation	Canada	Mr. Rescue	753307	02/03/98	
Asurion Corporation	Canada	M. Secours	TMA 498128	08/08/00	
Asurion, Inc.	Canada	Asurion	TMA 530863	05/01/03	
Asurion Corporation	Mexico	Asurion	TMA 580365	06/28/02	

*Will be abandoned.

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	
Asurion	USA	To The Rescue	78341741	12/16/2003	15.
Asurion	USA	Mobile Guard	78342956	12/18/2003	16.
Asurion	USA	Mobile Guard Plus	78383514	3/12/2004	17.
Asurion Corporation	USA	Rescue Link and Design	78532855	12/15/2004	18.
Asurion Corporation	USA	Connection Protection	78532886	12/15/2004	19.
Asurion Corporation	USA	Asurion Emergency Roadside Assistance	78311272	10/8/2003	20.
Asurion	USA	Asurion - Design	78341725	12/16/2003	21.
Asurion	USA	2DRescue	78341749	12/16/2003	22.
Asurion Corporation	European Union	Asurion	2196939		
Asurion Corporation	Hong Kong	Asurion	300368910	03/04/05	
n/a	Japan*	Asurion	49052/2004	n/a	
Asurion Corporation	Korea	Asurion	45-2005-0001436 (cl. 9, 36, 37, 38)	03/22/05	
Asurion Corporation	Korea	Asurion in Korean	45-2005-0001580	04/01/05	
Asurion Corporation	Singapore	Asurion	T05/01963D (cl. 9)	02/15/05	
Asurion Corporation	Singapore	Asurion	T05/01964B (cl. 36)	02/15/05	
Asurion Corporation	Singapore	Asurion	T05/01965J (cl. 37)	02/15/05	
Asurion Corporation	Singapore	Asurion	T05/01968E (cl. 38)	02/15/05	
Asurion Corporation	Taiwan	Asurion	94006644	02/15/05	

*Handled by Japanese office directly.

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
Asurion Corporation	Taiwan	ASURION in Chinese	n/a	04/2005	
Asurion Corporation	Hong Kong	ASURION in Chinese	n/a	04/2005	

Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
		N/A			

EXECUTION COPY**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 19, 2005 (this "Agreement"), among ASURION CORPORATION, a Delaware corporation (the "Borrower"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature page hereof (the Borrower and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Security Agreement (defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Security Agreement dated as of May 19, 2005 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Guarantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

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 "Collateral"):

(a) the United States patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security Agreement and this

Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(c) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all Proceeds of the foregoing.

2. Security for Obligations. The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, 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.


5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

ASURION CORPORATION,
a Delaware corporation ("Grantor")

By: 
Name: Gerald Risk
Title: Chief Financial Officer

Address for notices to any Grantor:
c/o **Asurion Corporation**
160 Bovet Road, Suite 402
San Mateo, CA 94402
Attention: Gerald Risk
Telephone: 650-645-2113
Facsimile: 650-349-9407

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: _____
Name:
Title:

Address for notices to
Administrative Agent:
Agency Management
231 LaSalle Street
Mail Code IL1-231-08-30
Chicago, IL 60697
Attention: Suzanne Paul
Telephone: 312-923-1640
Facsimile: 877-206-8435

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

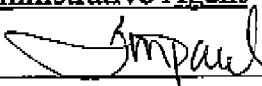
ASURION CORPORATION,
a Delaware corporation ("Grantor")

Address for notices to any Grantor:
c/o Asurion Corporation
160 Bovet Road, Suite 402
San Mateo, CA 94402
Attention: Gerald Risk
Telephone: 650-645-2113
Facsimile: 650-349-9407

By: _____
Name: Gerald Risk
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

**Address for notices to
Administrative Agent:**
Agency Management
231 LaSalle Street
Mail Code IL1-231-08-30
Chicago, IL 60697
Attention: Suzanne Paul
Telephone: 312-923-1640
Facsimile: 877-206-8435

By:  _____
Name: Suzanne M. Paul
Title: Vice President

McGuireWoods LLP
Bank of America Corporate Ctr.
100 North Tryon Street
Suite 2900
Charlotte, NC 28202
Phone: 704.373.8999
Fax: 704.373.8935
www.mcguirewoods.com

Regina M Lucas
Direct: 704.373.8065

McGUIREWOODS

rlucas@mcguirewoods.com
Direct Fax: 704.373.8935

May 31, 2005

VIA FACSIMILE NO. 703-306-5995

The Honorable Commissioner of Patent and Trademarks
United States Department of Trademarks
Patent and Trademark Office
Crystal Gateway 4
Room 335
Alexandria, VA 22313

Re: Intellectual Property Security Agreement/ASURION CORPORATION

Dear Sir or Madam:

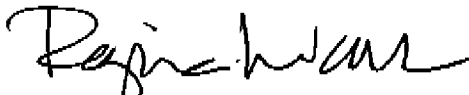
Enclosed for recordation is the following document:

- (i) Trademark Security Agreement between ASURION CORPORATION and Bank of America, N.A. as Administrative Agent, granting a security interest in 22 trademark applications and/or registrations.

Please charge the amount of \$565.00 to our deposit account number 13-0437 as shown on the cover sheet attached. Please record the enclosed document and return proof of recordation to me at the above address.

If you require any further information please contact me at the above number. Thank you.

Very truly yours,



Regina M. Lucas
Paralegal

Enclosure