

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Electronics Warranty Corporation		07/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2202043	APPLIANCE PROTECTION PLUS
Registration Number:	2414286	CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS
Registration Number:	2860743	E=CRM2
Registration Number:	2906908	E=CRM2
Registration Number:	2952409	E=CRM2
Registration Number:	2474254	GET IT FIXED RIGHT. NOW.
Registration Number:	2472196	GET IT FIXED RIGHT. NOW.
Registration Number:	2493261	GET IT FIXED RIGHT. NOW.
Registration Number:	2414287	I WANT A NEW ONE!
Registration Number:	1527326	KEEP IT NEW
Registration Number:	2006401	KEEP IT NEW!
Registration Number:	2299328	N.E.W. PRODUCT ASSIST
Registration Number:	2411864	NEW

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Registration Number:	2368059	NEW
Registration Number:	2736510	POWER PLUS PROTECTION
Registration Number:	1747399	PRICE PLUS
Registration Number:	2454276	REPAIR.COM
Registration Number:	2554209	REPAIR.COM
Registration Number:	2464724	REPAIR.COM
Registration Number:	2449889	REPAIRNOW.COM
Registration Number:	2448293	REPAIRNOW.COM
Registration Number:	2437556	REPAIRNOW.COM
Registration Number:	2448290	REPAIRNOW.COM
Registration Number:	2448292	REPAIRNOW.COM
Registration Number:	1737026	SATISFACTION PLUS
Registration Number:	2425496	TECHNICARD
Registration Number:	2368058	WELCOME TO THE NEW WAY OF DOING BUSINESS
Registration Number:	2311922	WELCOME TO THE NEW WAY OF DOING BUSINESS
Registration Number:	2284173	WHOLE HOME PLAN

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/21/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2005, made by National Electronics Warranty Corporation (the "Grantor"), in favor of Canadian Imperial Bank of Commerce, acting through its New York Agency, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Grantor is a party to a Second Lien Pledge and Security Agreement of even date herewith (the "Pledge and Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement:

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Pledge of Security Interest in Trademark Collateral. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Pledge and Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Copyright Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms

of the Intercreditor Agreement and this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

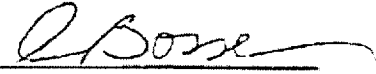
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

NATIONAL ELECTRONICS
WARRANTY CORPORATION




By: 
Name: David N. Bosserman
Title: Senior Vice President and
Chief Financial Officer

Accepted and Agreed:




CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Agency,
as Collateral Agent

By: 
Name: Brian E. O'Callahan
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Owner ¹	App. / Reg. No.	Class(es)	Date Filed / Registered
APPLIANCE PROTECTION PLUS	N	2,202,043	36	11/03/1998
CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS	N	2,414,286	36	12/19/2000
E=CRM2	N	2,860,743	35	07/06/2004
E=CRM2	N	2,906,908	36	11/30/2004
E=CRM2 (& Design) E=CRM²	N	2,952,409	35, 36	05/17/2005
GET IT FIXED RIGHT. NOW.	N	2,474,254	35	07/31/2001
GET IT FIXED RIGHT. NOW.	N	2,472,196	37	07/24/2001
GET IT FIXED RIGHT. NOW.	N	2,493,261	42	09/25/2001
I WANT A NEW ONE!	N	2,414,287	36	12/19/2000
KEEP IT NEW (& Design) 	N	1,527,326	36	02/28/1989
KEEP IT NEW!	N	2,006,401	36	10/08/1996
N.E.W. PRODUCT ASSIST	N	2,299,328	42	12/14/1999
NEW (& Design) 	N	2,411,864	35	12/12/2000
NEW (& Design) 	N	2,368,059	36	07/18/2000
POWER PROTECTION PLUS	N	2,736,510	36	07/15/2003

¹ N = National Electronics Warranty Corporation.

Mark	Owner ¹	App. / Reg. No.	Class(es)	Date Filed / Registered
PRICE PLUS	N	1,747,399	36	01/19/1993
REPAIR.COM	N	2,454,276	35	05/22/2001
REPAIR.COM	N	2,554,209	36	03/26/2002
REPAIR.COM	N	2,464,724	42	06/26/2001
REPAIRNOW.COM	N	2,449,889	35	05/08/2001
REPAIRNOW.COM	N	2,448,293	42	05/01/2001
REPAIRNOW.COM (& Design) 	N	2,437,556	35	03/20/2001
REPAIRNOW.COM (& Design) 	N	2,448,290	37	05/01/2001
REPAIRNOW.COM (& Design) 	N	2,448,292	42	05/01/2001
SATISFACTION PLUS	N	1,737,026	36	12/01/1992
TECHNICARD	N	2,425,496	37, 42	01/30/2001
WELCOME TO THE NEW WAY OF DOING BUSINESS	N	2,368,058	35	07/18/2000
WELCOME TO THE NEW WAY OF DOING BUSINESS	N	2,311,922	36	01/25/2000
WHOLE HOME PLAN	N	2,284,173	36	10/05/1999