

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asurion Protection Services, LLC		04/28/2006	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	335 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank - National Association:		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2705583	DEBTS	
Registration Number:	2614245	GATEKEEPER	
Registration Number:	2768809	INNOVATIVE SOLUTIONS FOR CUSTOMER PROTECTION	
Registration Number:	2459101	LOCK LINE CUSTOMER PROTECTION BY LOCKTON	
Registration Number:	2854294	LOCK\LINE	
Registration Number:	2454574	LOCK\LINE	
Registration Number:	2779079	LOCK LINE	
Registration Number:	2779078	LOCK LINE INNOVATIVE SOLUTIONS FOR CUSTOMER PROTECTION	
Registration Number:	2755509	WATS	
Registration Number:	2373522	WISC	
Registration Number:	2455740	WITS	
Registration Number:	2490908	WITS	

CH \$315.00 2705583

900048939

TRADEMARK
REEL: 003308 FRAME: 0672

CORRESPONDENCE DATA

Fax Number: (704)373-8839

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-373-8065

Email: rlucas@mcguirewoods.com

Correspondent Name: Gina M. Lucas

Address Line 1: 100 N. Tryon St., Suite 2900

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	05/15/2006

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 28, 2006 (this "Agreement"), among ASURION PROTECTION SERVICES, LLC, a Kansas limited liability company (the "Asurion Protection Services"), 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 (Asurion Protection Services 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.

WITNESSETH:

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, the other grantors named therein and the Administrative Agent, as supplemented by the Joinder Agreement, dated as of the date hereof (the "Joinder Agreement") by the New Subsidiaries (as defined therein) in favor of 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.

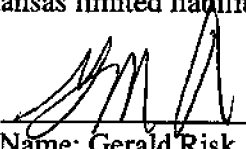
5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect 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 PROTECTION SERVICES, LLC,
a Kansas limited liability company ("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

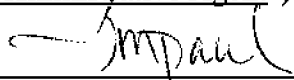
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

ASURION PROTECTION SERVICES, LLC,
a Delaware limited liability company ("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: Suzanne M. Paul
Title: Vice President

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

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>
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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>
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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>
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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>
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N/A

Schedule B

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	Debts	2705583	04/08/2003
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	Gatekeeper	2614245 (Classes 35,36, 37)	09/03/2002
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	Innovative Solutions for Customer Protection	2768809	09/30/2003
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	lock line Customer Protection by Lockton (and design)	2459101	06/12/2001
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	lock\line (word)	2854294	06/15/2004
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	lock\line (design)	2454574	05/29/2001
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	lock\line (Word with design)	2779079	11/04/2003
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	lock\line Innovative Solutions for Customer Protection (and Design)	2779078	11/04/2003
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	WATS	2755509	08/26/2003

Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	WISC	2373522	08/01/2000
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	WITS	2455740 (Class 9)	05/29/2001
Asurion Protection Services, LLC (formerly lock\line, LLC)	USA	WITS	2490908 (Class 36)	09/18/2001

Foreign Registered Trademark

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion Protection Services, LLC (formerly lock\line, LLC)	European Union	lock\line (word)	003240496	09/24/2004