

## 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
Warranty Corporation of America		05/31/2006	CORPORATION: GEORGIA
SatisFusion, Inc.		05/31/2006	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 LaSalle St.
Internal Address:	Mail Code: IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	Bank - National Association:

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2743742	CONSUMERCARE PROTECTION YOU CAN COUNT ON
Registration Number:	2412264	WACA
Registration Number:	2759722	DIGITAL LIFELINE
Registration Number:	2916565	PHONEGUARD
Registration Number:	2916566	PHONEGUARD
Registration Number:	2378999	WACA WARRANTY CORPORATION OF AMERICA, INC.
Registration Number:	2839396	HOW2TV
Registration Number:	2878349	SMARTERMALL
Registration Number:	2651113	SATISFUSION
Registration Number:	2875504	S
Serial Number:	78777459	PRODUCT GUARD+
Serial Number:	78782848	TECH ON DEMAND

TRADEMARK

REEL: 003321 FRAME: 0949

900050419

CH \$365.00 2743742

Serial Number:	78745115	FROM PRE-SALE TO RE-SALE
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Serial Number:	76532831	MOBILE LIFELINE
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**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 2: c/o McGuireWoods LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
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Signature:	gina/m/lucas
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Date:	06/05/2006
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 31, 2006 (this "Agreement"), between WARRANTY CORPORATION OF AMERICA, a Georgia corporation, and SATISFUSION, INC., a California corporation (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"), between 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, the United States Copyright 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) the United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C 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 "Copyrights");

(d) 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

(e) 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, the Register of Copyrights 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.]*

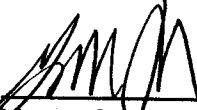
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**WARRANTY CORPORATION OF AMERICA,**  
a Georgia 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

**SATISFUSION, INC.,**  
a California 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:  
Telephone:  
Facsimile:

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

**WARRANTY CORPORATION OF AMERICA,**  
a Georgia 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

**SATISFUSION, INC.,**  
a California 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: 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 M. Paul  
Telephone: 312-923-1640  
Facsimile: 877-206-8435

Signature Page  
Intellectual Property Security Agreement

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\*\* TOTAL PAGE 02 \*\*  
**TRADEMARK**  
REEL: 003321 FRAME: 0954

**Issued Patents**

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None					

**Pending Patent Applications**

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Warranty Corporation of America	USA	09/560,873	04/27/2000	Warranty Corporation of America	Portable computing device communication system and method
SatisFusion, Inc.	USA	US20020087412	10/24/2001	Fay Wood	Method for post-sales customer retention

**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>
None					

**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>
None						

**Registered Trademarks**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Warranty Corporation of America	USA	Consumer Care Protection You Can Count On	2743742	07/29/2003
Warranty Corporation of America	USA	WACA	2412264	12/12/2000
Warranty Corporation of America	USA	Digital Lifeline	2759722	09/02/2003
Warranty Corporation of America	USA	Phoneguard	2916565	01/04/2005
Warranty Corporation of America	USA	Phoneguard	2916566	01/04/2005
Warranty Corporation of America	USA	WACA Warranty Corporation of America	2378999	08/22/2000
SatisFusion, Inc.	USA	HOW2TV	2839396	05/11/2004
SatisFusion, Inc.	USA	Smartermall	2878349	08/31/2004
SatisFusion, Inc.	USA	SatisFusion	2651113	11/19/2002
SatisFusion, Inc.	USA	S	2875504	08/17/2004

**Pending Trademark Applications**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Warranty Corporation of America	USA	Product Guard+	78777459	12/20/2005

Warranty Corporation of America	USA	Tech On Demand	78782848	12/30/2005
Warranty Corporation of America	USA	From Pre-Sale To Re-Sale	78745115	11/02/2005
Warranty Corporation of America	USA	Mobile Lifeline	76532831	07/14/2003

#### 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>
None					

#### Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None					

**Registered Copyrights**

<u>Grantor</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
Warranty Corporation of America	USA	TXu-906-747	05/28/1999	Warranty Corporation of America	Warranty administration software
Warranty Corporation of America	USA	TXu-922-993	11/09/1999	Warranty Corporation of America	Warranty administration software

**Copyrights Pending Registration Applications**

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
None					

**Copyright Registration Applications in Preparation**

<u>Grantor</u>	<u>Country</u>	<u>Docket No.</u>	<u>Expected/ Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
None					

**Copyright Licenses**

<u>Grantor</u>	<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None						