

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 Corporation		07/13/2006	CORPORATION: DELAWARE
Asurion Protection Services, LLC		07/13/2006	LIMITED LIABILITY COMPANY: KANSAS
Warranty Corporation of America		07/13/2006	CORPORATION: GEORGIA
SatisFusion, Inc.		07/13/2006	CORPORATION: CALIFORNIA
Asurion Mobile Applications, Inc.		07/13/2006	CORPORATION: NEVADA
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: 46			
Property Type	Number	Word Mark	
Registration Number:	2698459	ASURION	
Registration Number:	2937841	ASURION ROADSIDE ASSISTANCE	
Registration Number:	2295230	CONNECTION PROTECTION	
Registration Number:	2704834	INTELLIRESCUE	
Registration Number:	2396756	MOBILE PROTECTION PLUS	
Registration Number:	1536786	MR. RESCUE	
Registration Number:	2911185	OUR PASSION IS YOUR PEACE OF MIND	
Registration Number:	2708252	ROAD RESCUE	
Registration Number:	2358029	SMART RESCUE	

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Registration Number:	2962296	2DRESCUE
Registration Number:	3019708	ASURION
Registration Number:	3054132	CONNECTION PROTECTION
Registration Number:	2991786	MOBILE GUARD
Registration Number:	2989198	MOBILE GUARD PLUS
Registration Number:	3028881	RESCUE LINK
Registration Number:	2962295	TO THE RESCUE
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
Registration Number:	2743742	CONSUMERCARE PROTECTION YOU CAN COUNT ON
Registration Number:	2759722	DIGITAL LIFELINE
Registration Number:	2412264	WACA
Registration Number:	2378999	WACA WARRANTY CORPORATION OF AMERICA, INC.
Registration Number:	2916566	PHONEGUARD
Registration Number:	2878349	SMARTERMALL
Registration Number:	2875504	S
Registration Number:	2839396	HOW2TV
Registration Number:	2651113	SATISFUSION
Registration Number:	2881892	LUMITREND
Registration Number:	2989017	CELLBACKUP
Registration Number:	3067790	RV RINGVAULT
Serial Number:	78311272	ASURION EMERGENCY ROADSIDE ASSISTANCE
Serial Number:	78832355	RECONNECT WITH YOUR WORLD
Serial Number:	76532831	MOBILE LIFELINE

Serial Number:	78782848	TECH ON DEMAND
Serial Number:	78777459	PRODUCT GUARD+
Serial Number:	78745115	FROM PRE-SALE TO RE-SALE

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: McGuireWoods LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	07/21/2006

Total Attachments: 10

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JULY 13, 2006 (AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") BETWEEN THE FIRST LIEN COLLATERAL AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND THE SECOND LIEN COLLATERAL AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Second Lien)**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 13, 2006 (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 pages hereof (the Borrower and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and **BANC OF AMERICA BRIDGE LLC**, as administrative agent and collateral agent (in such capacity, the "Second Lien Administrative Agent") for the Second Lien Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Second Lien Pledge and Security Agreement dated as of even date herewith (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 Second Lien Administrative Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Second Lien Administrative Agent a security interest in substantially all of such Grantor'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 Second Lien Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Second Lien Administrative Agent for the ratable benefit of the Second Lien 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, international, and foreign 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 Second Lien

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 and foreign trademark and service mark registrations, applications, and 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 Second Lien Administrative Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright 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 Second Lien Administrative Agent from time to time (the "Copyrights");

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

(f) any and all Proceeds of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Second Lien Obligations of such Grantor now or hereafter existing under or in respect of the Second Lien 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 Register of Copyrights, 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 Second Lien 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.]

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Intellectual Property Security Agreement
(Second Lien)

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

GRANTORS:

ASURION CORPORATION

("Borrower")

By: 

Name: Gerald Risk
Title: CFO

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

Telecopier: (650) 349-9407

E-Mail: grisk@asurion.com

Website Address: www.asurion.com

ASURION PROTECTION SERVICES, LLC,

a Kansas limited liability company

By: 

Name: Gerald Risk
Title: CFO

WARRANTY CORPORATION OF AMERICA,

a Georgia corporation

By: 

Name: Gerald Risk
Title: CFO

SATISFUSION, INC.,

a California corporation

By: 

Name: Gerald Risk
Title: CFO

ASURION MOBILE APPLICATIONS, INC.,

a Nevada corporation

By: 

Name: Gerald Risk
Title: CFO

Signature Page
Intellectual Property Security Agreement
(Second Lien)

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BANC OF AMERICA BRIDGE LLC,

as Administrative Agent

("Administrative Agent")

By: 

Name:

David H. Strickert

Title:

Senior Vice President

Address for notices to

Administrative Agent:

Bank of America Bridge, LLC

c/o Bank of America, N.A.

Agency Management

231 South LaSalle Street

Mail Code: IL1-231-08-30

Chicago, IL 60697

Attention: Suzanne M. Paul

Telephone: 312-923-1640

Telecopier: 877-206-8435

E-Mail: Suzanne.m.paul@bankofamerica.com

SCHEDULE A

1. Issued Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Warranty Corporation of America	USA	09/560,873	<input type="text"/>	Warranty Corporation of America	Portable Computing Device Communication System and Method

2. Pending Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Asurion Mobile Applications, Inc. (f/k/a Lumitrend, Inc.)	USA	60/793,994	04/20/2006	<input type="text"/>	Mobile Phone Data Backup System

3. Registered Trademarks

Grantor	Country	Trademark	Registration No.	Registration Date
Asurion Corporation	USA	Asurion	2698459	03/18/2003
Asurion Corporation	USA	Asurion Roadside Assistance	2937841	04/05/2005
Asurion Corporation	USA	Connection Protection	2295230	11/30/1999
Asurion Corporation	USA	IntelliRESCUE	2704834	04/08/2003
Asurion Corporation	USA	Mobile Protection Plus	2396756	10/24/2000
Asurion Corporation	USA	Mr. Rescue	1536786	04/25/1989
Asurion Corporation	USA	Our Passion is Your Peace of Mind	2911185	12/14/2004
Asurion Corporation	USA	Road Rescue	2708252	04/22/2003
Asurion Corporation	USA	Smart Rescue	2358029	06/13/2000
Asurion Corporation	USA	2DRESCUE	2962296	06/14/2005
Asurion Corporation	USA	Asurion (logo)	3019708	11/29/2005
Asurion Corporation	USA	Connection Protection	3054132	01/31/2006
Asurion Corporation	USA	Mobile Guard	2991786	09/06/2005
Asurion Corporation	USA	Mobile Guard Plus	2989198	08/30/2005
Asurion Corporation	USA	Rescue Link (Design)	3028881	12/13/2005
Asurion Corporation	USA	To The Rescue	2962295	06/14/2005
Asurion Protection Services, LLC	USA	Debts	2705583	04/08/2003
Asurion Protection Services, LLC	USA	Gatekeeper	2614245 (Classes 35,36, 37)	09/03/2002
Asurion Protection Services, LLC	USA	Innovative Solutions for Customer Protection	2768809	09/30/2003

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion Protection Services, LLC	USA	lock line Customer Protection by Lockton (and design)	2459101	06/12/2001
Asurion Protection Services, LLC	USA	lock\line (word)	2854294	06/15/2004
Asurion Protection Services, LLC	USA	lock\line (design)	2454574	05/29/2001
Asurion Protection Services, LLC	USA	lock\line (Word with design)	2779079	11/04/2003
Asurion Protection Services, LLC	USA	lock\line Innovative Solutions for Customer Protection (and Design)	2779078	11/04/2003
Asurion Protection Services, LLC	USA	WATS	2755509	08/26/2003
Asurion Protection Services, LLC	USA	WISC	2373522	08/01/2000
Asurion Protection Services, LLC	USA	WITS	2455740 (Class 9)	05/29/2001
Asurion Protection Services, LLC	USA	WITS	2490908 (Class 36)	09/18/2001
Warranty Corporation of America	USA	Consumercare Protection You Can Count On	2743742	07/29/2003
Warranty Corporation of America	USA	Digital Lifeline	2759722	09/02/2003
Warranty Corporation of America	USA	WACA	2412264	12/12/2000
Warranty Corporation of America	USA	WaCa Warranty Corporation of America, Inc.	2378999	08/22/2000
Warranty Corporation of America	USA	Phoneguard	2916566	01/04/2005
SatisFusion, Inc.	USA	Smartermall	2878349	08/31/2004
SatisFusion, Inc.	USA	S	2875504	08/17/2004
SatisFusion, Inc.	USA	HOW2TV	2839396	05/11/2004

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SatisFusion, Inc.	USA	SatisFusion	2651113	11/19/2002
Asurion Mobile Applications, Inc. (f/k/a/ Lumitrend, Inc.)	USA	Lumitrend	2881892	09/07/2004
Asurion Mobile Applications, Inc. (f/k/a/ Lumitrend, Inc.)	USA	CellBackup	2989017	08/30/2005
Asurion Mobile Applications, Inc. (f/k/a/ Lumitrend, Inc.)	USA	RingVault	3067790	03/14/2006

4. Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Asurion Corporation	USA	Asurion Emergency Roadside Assistance	78311272	10/8/2003
Asurion Corporation	USA	Reconnect With Your World	78832355	3/8/2006
Warranty Corporation of America	USA	Mobile Lifeline	76532831	07/14/2003
Warranty Corporation of America	USA	Tech On Demand	78782848	12/30/2005
Warranty Corporation of America	USA	Product Guard+	78777459	12/20/2005
Warranty Corporation of America	USA	From Pre-Sale to Re-Sale	78745115	11/02/2005

5. 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 administratio n software
Warranty Corporation of America	USA	TXu-922-993	11/09/1999	Warranty Corporation of America	Warranty administratio n software