

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		07/01/2005	BANKING CORPORATION:
RECEIVING PARTY DATA			
Name:	NATIONAL ELECTRONICS WARRANTY CORPORATION		
Street Address:	22894 PACIFIC BOULEVARD		
City:	STERLING		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2736510	POWER PLUS PROTECTION	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Alexandro Padres		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	2962/12791		
NAME OF SUBMITTER:	Alexandro Padres		
Signature:	/ALEXANDRO PADRES/		

CH \$40.00 2736510

Date:

08/09/2006

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Re-lease") is made effective as of July 1, 2005 (the "Effective Date") between National Electronics Warranty Corporation, a Delaware corporation (the "Grantor") and Canadian Imperial Bank of Commerce, individually and as collateral agent (in such capacity, the "Collateral Agent") for itself and the other financial institutions from time to time signatory to the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 1, 2005 between the Grantor and the Collateral Agent (the "Second Lien Trademark Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement), the Grantor purported to grant to the Collateral Agent a continuing security interest in all of its right, title and interest in and to certain trademarks, including without limitation the trademark registration set forth on Schedule I hereto (the "Trademark");

WHEREAS, the grant of a security interest in the Trademark was inadvertently made in error, as the Grantor had previously assigned its entire interest in the Trademark to another party;

WHEREAS, the Security Agreement relating to the Trademark was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on September 21, 2005 at Reel 3163, Frame 0060; and

WHEREAS there the parties hereto desire to record with the Trademarks Division of the U.S. Patent & Trademark Office that the Collateral Agent holds no security interest in the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, replegdes, reassigns and releases any and all security interests it has against the Trademark.

If and to the extent the Collateral Agent has acquired any right, title or interest to the Trademark, it hereby assigns and transfers such rights, title or interest to the Grantor and its assignee, as appropriate.

The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, or its successors, assigns or other legal representatives, to more fully and effectively effectuate the purposes of this Release.

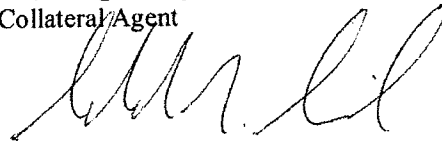
Except as otherwise expressly set forth herein, all terms of the Second Lien Trademark Security Agreement, including, without limitation, the security interests granted thereby, shall continue in full force and effect and are hereby ratified and confirmed.

The Grantor shall pay all expenses of the Collateral Agent and its counsel in connection with this Release and the matters contemplated hereby in accordance with Section 10.2 of the Credit Agreement.

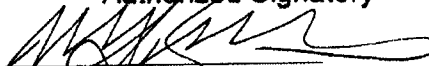
(signature pages follow)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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

By: 

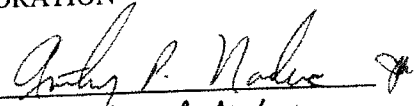
Name: **Gerald Girardi**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

By: 

Name: **George Knight**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

ACCEPTED AND ACKNOWLEDGED BY:

NATIONAL ELECTRONICS WARRANTY
CORPORATION

By: Anthony P. Nader 
Name: Anthony P. Nader
Title: President & CEO

**SCHEDULE I
TO THE
RELEASE OF TRADEMARK SECURITY INTEREST**

Trademark Registration:

Mark	Owner	Registration Number	Date Registered
POWER PLUS PROTECTION	National Electronics Warranty Corporation	2,736,510	7/15/2003