

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN RELEASE OF SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		08/08/2006	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: 28**

Property Type	Number	Word Mark
Registration Number:	1527326	KEEP IT NEW
Registration Number:	1737026	SATISFACTION PLUS
Registration Number:	1747399	PRICE PLUS
Registration Number:	2006401	KEEP IT NEW!
Registration Number:	2202043	APPLIANCE PROTECTION PLUS
Registration Number:	2414286	CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS
Registration Number:	2414287	I WANT A NEW ONE!
Registration Number:	2284173	WHOLE HOME PLAN
Registration Number:	2299328	N.E.W. PRODUCT ASSIST
Registration Number:	2425496	TECHNICARD
Registration Number:	2411864	NEW
Registration Number:	2368058	WELCOME TO THE NEW WAY OF DOING BUSINESS
Registration Number:	2368059	NEW

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Registration Number:	2311922	WELCOME TO THE NEW WAY OF DOING BUSINESS
Registration Number:	2437556	REPAIRNOW.COM
Registration Number:	2448290	REPAIRNOW.COM
Registration Number:	2448292	REPAIRNOW.COM
Registration Number:	2449889	REPAIRNOW.COM
Registration Number:	2448293	REPAIRNOW.COM
Registration Number:	2472196	GET IT FIXED RIGHT. NOW.
Registration Number:	2493261	GET IT FIXED RIGHT. NOW.
Registration Number:	2474254	GET IT FIXED RIGHT. NOW.
Registration Number:	2464724	REPAIR.COM
Registration Number:	2554209	REPAIR.COM
Registration Number:	2454276	REPAIR.COM
Registration Number:	2906908	E=CRM2
Registration Number:	2860743	E=CRM2
Registration Number:	2952409	E=CRM2

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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/
Date:	08/13/2006

**Total Attachments: 5**

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## SECOND LIEN RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS SECOND LIEN RELEASE OF SECURITY AGREEMENT IN TRADEMARKS (this "Second Lien Release") is made as of August 8, 2006, by Canadian Imperial Bank of Commerce, in its capacity as collateral agent (in such capacity, "Collateral Agent") for itself and the other financial institutions (collectively, "Lenders") from time to time parties to the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

### WITNESSETH:

WHEREAS, (i) Collateral Agent, Lenders, N.E.W. Holdings I, LLC a Delaware limited liability company ("Borrower") and certain of Borrower's affiliates are parties to a certain Second Lien Credit and Guaranty Agreement, dated as of July 1, 2005, as amended (the "Credit Agreement") and (ii) National Electronics Warranty Corporation (the "Grantor") and the Collateral Agent, for the benefit of the Lenders, are parties to a certain Trademark Security Agreement dated as of July 1, 2005 (the "Security Agreement"), pursuant to which the Grantor has granted a security interest to Collateral Agent in the Trademarks (as defined in the Security Agreement) including, without limitation, the marks set forth on Schedule A attached hereto, all Goodwill (as defined in the Security Agreement) associated with such Trademarks and all Proceeds (as defined in the Security Agreement) of any of the foregoing (collectively, the "Trademark Collateral"), as security for the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Security Agreement was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on July 11, 2005 at Reel 003119 and Frames 0328; and

WHEREAS, Borrower and its affiliates have satisfied the Obligations in full and Borrower has requested that Collateral Agent release its security interest in the Trademark Collateral and reassign the same to the Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement and hereby terminates, cancels, re-pledges, reassigns to the Grantor and releases any and all security interest it has against the Trademark Collateral, without warranty or recourse.


If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such right, title or interest to the Grantor.

At the Grantor's sole cost and expense, the Collateral Agent shall take any and all reasonably required further actions, and provide to the Grantor and its successors, assigns, designees 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 to more fully and effectively effectuate the purposes of this Second Lien Release.

IN WITNESS WHEREOF, Collateral Agent has caused this Second Lien Release to be duly executed by its duly authorized officer as of the day and year first above written.

Canadian Imperial Bank of Commerce, in its capacity 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

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SCHEDULE A

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) 	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
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

1 N = National Electronics Warranty Corporation.

Mark	Owner 1	App. / Reg. No.	Class(es)	Date Filed / Registered
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