

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/09/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.U.L. Corp.		10/05/2006	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	Associates Underwriting Limited L.L.C.
Street Address:	1325 Imola Avenue West, PMB 318
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94559
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3041309	ANY YEAR ANY MILEAGE

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2129093078  
 Email: szablocki@kirkland.com  
 Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki  
 Address Line 1: 153 East 53rd Street  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	11276-1 SZ
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//

CH \$40.00 3041309

Date:

10/06/2006

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

**THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of December 9, 2004 (the "Effective Date") by and between A.U.L. Corp. (the "Assignor"), a Nevada corporation, and Associates Underwriting Limited L.L.C., a Nevada limited liability company (the "Assignee").

**WHEREAS**, the Assignor is engaged in the business of marketing and administering service contracts for automobiles through independent insurance agents and related services (the "Automobile Insurance Business");

**WHEREAS**, the Assignee is in the business of providing consulting, advisory and other services relating to automobile warranties and service contracts; and

**WHEREAS**, Assignor and Assignee have entered into that certain Termination and Assignment Agreement, dated as of the date hereof (the "Termination Agreement"), pursuant to which (i) the parties agreed to terminate that certain Amended and Restated Assignment by and among the parties, dated as of July 1, 2000 (the "2000 Assignment"), and (ii) the Assignor agreed that the intellectual property granted under the 2000 Assignment reverted back to the Assignee and, in connection therewith, the Assignor agreed to assign all right, title and interest in, to and under such intellectual property to the Assignee.

**NOW, THEREFORE**, for such good and valuable consideration set forth in the Termination Agreement, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee all right, title and interest in, to and under the trademark registration set forth on Exhibit A, including, without limitation, all income, royalties and payments due or payable as of the Effective Date and thereafter, all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of the foregoing trademark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the trademark registration set forth on Exhibit A.

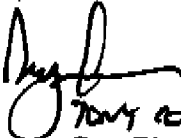
Assignor shall, at Assignee's request, take all further actions, and provide Assignee, and Assignee's successors, assigns and/or other legal representatives, its cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment and as may be necessary to effect, implement, evidence and/or record the assignment set forth hereunder.

This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same agreement.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed by its duly authorized representatives.

**A.U.L. CORP.**

By:   
Name: **TONY CORRALLO**  
Title: **GENERAL MGR**  
Date:

**ASSOCIATES UNDERWRITING LIMITED L.L.C.**


By:   
Name: **TIM MATZEL**  
Title: **CEO**  
Date:

Exhibit A

Trademark	Reg. No.	Reg. Date	Record Owner	Status
ANY YEAR ANY MILEAGE	3041309	January 10, 2006	*AUL L.L.C.	Registered