

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/29/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUL, L.L.C.		09/29/2006	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	ING Capital LLC
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78674618	ANY MAKE ANY MODEL
Serial Number:	78881685	FACTORY COMPANION
Registration Number:	3149985	IT'S WHAT WE DO
Serial Number:	78881694	POWERTRAIN SELECT
Serial Number:	78896066	PEARL
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE
Registration Number:	3041309	ANY YEAR ANY MILEAGE
Registration Number:	1903002	AUL
Registration Number:	2499529	AUL ADMINISTRATORS
Registration Number:	2792824	MONTICELLO ADJUSTING
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA

CH \$340.00 78674618

Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	2531851	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.

CORRESPONDENCE DATA

Fax Number: (917)777-2656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-3000
Email: eziff@skadden.com
Correspondent Name: Elaine D. Ziff
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	290710/44
NAME OF SUBMITTER:	Elaine D. Ziff
Signature:	/elaineziff/
Date:	10/19/2006

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2006, by AUL, L.L.C., a Nevada limited liability company, located at 1000 Main St, 2nd Floor, Napa, California 94559 ("**Grantor**"), in favor of ING CAPITAL LLC, a Delaware limited liability company, located at 1325 Avenue of the Americas, New York, New York 10019, as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among AUL L.L.C (the "**Borrower**"), the Lenders party thereto and ING Capital LLC, as Administrative Agent for the benefit of the Lenders, the Lenders have severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor other than the Borrower is party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement dated September 29, 2006 in favor of ING Capital LLC, as Collateral Agent (the "**Pledge and Security Agreement**") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all of its (A) United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) the goodwill of the business connected with the use of or symbolized thereby, (iv) all rights corresponding thereto throughout the world, (v) all rights to sue for past, present and future infringement or dilution

thereof or for any injury to goodwill, (vi) all claims, damages, and proceeds of suit arising therefrom, and (vii) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof and (B) Trademark Licenses to which such Grantor is a party, in each case whether now known or existing or hereafter acquired or arising and wherever located (the "**Trademark Collateral**"), and, to the extent not otherwise included in the foregoing, all Proceeds, accession, rents and profits of or in respect of any of the foregoing.

Notwithstanding the foregoing, the term "**Trademark Collateral**" shall not include, and no security interest or lien shall be deemed granted in, (X) any intent-to-use trademark or service mark application if granting such security interest or the exercise of any Secured party's remedies herein would invalidate, void, cancel, or abandon such application unless and until acceptable evidence of use has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such application will be deemed automatically included in the Trademark Collateral, or (Y) any Trademark License to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, voiding, cancellation or unenforceability of any right, title or interest of any Grantor therein, (ii) violation of a valid and enforceable restriction in respect of such Trademark License (1) in favor of a third party or (2) under any law, regulation, permit, order, or decree of any Governmental Authority, unless and until all required material consents shall have been obtained, or (iii) in a breach or termination pursuant to the terms of, or a default under, any such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination, as the case may be, shall be remedied and to the extent severable, shall attach immediately to any portion of such Trademark License that does not result in any of the consequences specified in (i), (ii) or (iii) above.

Section 3. Security Agreement.


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

Section 4. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUL, L.L.C,
as Grantor

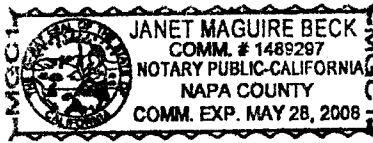
By: 
Name: TIM MARK
Title: CFO

ACKNOWLEDGEMENT OF GRANTOR

STATE OF CA)
) ss.
COUNTY OF NAPA)

On this 21 day of SEP, 2006 before me personally appeared TIM MAHER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of A.L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Janet Maguire Beck
Notary Public

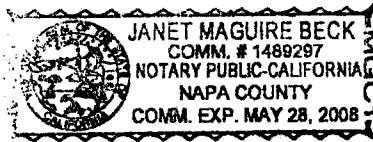


ACKNOWLEDGEMENT OF GRANTOR

STATE OF CA)
)
COUNTY OF NAPA) ss.

On this 27 day of SEPT, 2006 before me personally appeared JESS MAHR,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of A.W.L. COET, who being by me duly sworn did depose and say
that he/she is an authorized officer of said corporation, that the said instrument was signed on
behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged
said instrument to be the free act and deed of said corporation.

Janet Maguire Beck
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

ING CAPITAL LLC,
as Collateral Agent

By: R. D. Miners
Name: ROBERT D. MINERS
Title: VICE PRESIDENT.

**Schedule I
to
Trademark Security Agreement**

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
ANY MAKE ANY MODEL	(78-674,618)	(7/20/2005)	Associates Underwriting Limited L.L.C.	Pending Intent-to-use
FACTORY COMPANION	(78-881,685)	(5/11/2006)	Associates Underwriting Limited L.L.C.	Pending Intent-to-use
IT'S WHAT WE DO	3,149,985 (78-629,136)	9/26/2006 (5/12/2005)	AUL, L.L.C. (Nevada LLC)	Registered
POWERTRAIN SELECT	(78-881,694)	(5/11/2006)	Associates Underwriting Limited L.L.C.	Pending Intent-to-use
PEARL	(78-896,066)	(5/30/2006)	AUL, L.L.C. (Nevada LLC)	Pending, intent-to-use
ANY YEAR AND ANY MILEAGE	1902997	July 4, 1995	Associates Underwriting Limited L.L.C.	Registered
ANY YEAR ANY MILEAGE	3041309	January 10, 2006	AUL Corp.	Registered
AUL	1903002	July 4, 1995	Associates Underwriting Limited L.L.C.	Registered
AUL ADMINISTRATORS & Design	2499529	October 23, 2001	Associates Underwriting Limited L.L.C.	Registered
MONTICELLO ADJUSTING	2792824	December 9, 2003	Associates Underwriting Limited L.L.C.	Registered
THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	2389758	September 26, 2000	Associates Underwriting Limited L.L.C.	Registered
THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA and Design	2468961	July 17, 2001	Associates Underwriting Limited L.L.C.	Registered
WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.	2531851	January 22, 2002	Associates Underwriting Limited L.L.C.	Registered

The Trademark Collateral shall not include, and no security interest or lien shall be deemed granted in, any intent-to-use trademark or service mark application if granting such security interest or the exercise of any Secured party's remedies herein would invalidate, void, cancel, or abandon such application unless and until acceptable evidence of use has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such application will be deemed automatically included in the Trademark Collateral.