

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asurion Corporation		07/03/2007	CORPORATION: DELAWARE
Asurion Protection Services, LLC		07/03/2007	LIMITED LIABILITY COMPANY: KANSAS
Asurion Mobile Applications, Inc.		07/03/2007	CORPORATION: NEVADA
Warranty Corporation of America		07/03/2007	CORPORATION: GEORGIA
SatisFusion, Inc.		07/03/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation, as Second Lien Collateral Agent
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 45

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
Registration Number:	2962296	2DRESCUE

CH \$1140.00 2698459

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:	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: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 986028

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

07/11/2007

Total Attachments: 9

source=Assurion_Merrill_2nd_tm45#page3.tif

source=Assurion_Merrill_2nd_tm45#page4.tif

source=Assurion_Merrill_2nd_tm45#page5.tif

source=Assurion_Merrill_2nd_tm45#page6.tif

source=Assurion_Merrill_2nd_tm45#page7.tif

source=Assurion_Merrill_2nd_tm45#page8.tif

source=Assurion_Merrill_2nd_tm45#page9.tif

source=Assurion_Merrill_2nd_tm45#page10.tif

source=Assurion_Merrill_2nd_tm45#page11.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2007 (this "Agreement"), among the parties named on the signature pages hereto (each a "Grantor") and MERRILL LYNCH CAPITAL CORPORATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of July 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Lonestar Acquisition Corp., a Delaware corporation ("Merger Sub"), to be merged with and into Asurion Corporation (the "Company"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of July 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and

(e) all proceeds of and rights associated with the foregoing.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

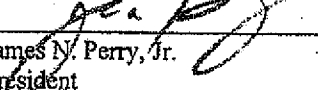
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

[Remainder of this page intentionally left blank]

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

LONESTAR ACQUISITION CORP.

By: 
Name: James N. Perry, Jr.
Title: President

ASURION CORPORATION

By: _____
Name: Gerald Risk
Title: Chief Financial Officer

ASURION ASIA HOLDINGS, INC.
ASURION CREDIT PROTECTION SERVICES, LLC
ASURION INSURANCE SERVICES, INC. (AL)
ASURION INSURANCE SERVICES, INC. (TN)
ASURION INVESTMENT HOLDINGS, INC.
ASURION LOCKLINE, INC.
ASURION MOBILE APPLICATIONS, INC.
ASURION PROTECTION SERVICES, LLC
ASURION PROTECTION SERVICES OF PUERTO RICO, INC.
ASURION ROADSIDE ASSISTANCE SERVICES, INC.
ASURION SERVICES, INC.
ASURION WARRANTY PROTECTION SERVICES, LLC
ASURION WARRANTY PROTECTION SERVICES OF PUERTO RICO, INC.
ASURION WARRANTY SERVICES, INC.
MERRIMAC MASSACHUSETTS INSURANCE SERVICES, INC.
WIRELESS TLC, INC.

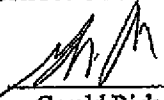
By: _____
Name: Gerald Risk
Title: Chief Financial Officer

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

LONESTAR ACQUISITION CORP.

By: _____
Name:
Title:

ASURION CORPORATION

By:  _____
Name: Gerald Risk
Title: Chief Financial Officer

ASURION ASIA HOLDINGS, INC.
ASURION CREDIT PROTECTION SERVICES, LLC
ASURION INSURANCE SERVICES, INC. (AL)
ASURION INSURANCE SERVICES, INC. (TN)
ASURION INVESTMENT HOLDINGS, INC.
ASURION LOCKLINE, INC.
ASURION MOBILE APPLICATIONS, INC.
ASURION PROTECTION SERVICES, LLC
ASURION PROTECTION SERVICES OF PUERTO
RICO, INC.
ASURION ROADSIDE ASSISTANCE SERVICES, INC.
ASURION SERVICES, INC.
ASURION WARRANTY PROTECTION SERVICES,
LLC
ASURION WARRANTY PROTECTION SERVICES OF
PUERTO RICO, INC.
ASURION WARRANTY SERVICES, INC.
MERRIMAC MASSACHUSETTS INSURANCE
SERVICES, INC.
WIRELESS TLC, INC.

By:  _____
Name: Gerald Risk
Title: Chief Financial Officer

SATISFUSION, INC.
WARRANTY CORPORATION OF AMERICA

By: Jack Reagan
Name: Jack Reagan
Title: Vice President of Finance

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By: Arminee Bowler

Name:

Title:

**ARMINEE BOWLER
VICE PRESIDENT**

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK
REEL: 003578 FRAME: 0613**

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

Schedule I

U.S. Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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
Asurion Protection Services, LLC	USA	lock line Customer Protection by Lockton (and design)	2459101	06/12/2001
Asurion Protection Services, LLC	USA	lockline (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
SatisFusion, Inc.	USA	SatisFusion	2651113	11/19/2002
Asurion Mobile Applications, Inc. (fka Lumitrend, Inc.)	USA	Lumitrend	2881892	09/07/2004
Asurion Mobile Applications, Inc. (fka Lumitrend, Inc.)	USA	CellBackup	2989017	08/30/2005
Asurion Mobile Applications, Inc. (fka Lumitrend, Inc.)	USA	RingVault	3067790	03/14/2006

Schedule II

U.S. Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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