

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Electronics Warranty Corporation		05/22/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2202043	APPLIANCE PROTECTION PLUS
Registration Number:	2860743	E=CRM2
Registration Number:	2906908	E=CRM2
Registration Number:	2952409	E=CRM2
Registration Number:	1527326	KEEP IT NEW
Registration Number:	2006401	KEEP IT NEW!
Registration Number:	2411864	NEW
Registration Number:	2368059	NEW
Registration Number:	1747399	PRICE PLUS
Registration Number:	2804003	PRODUCT ASSIST
Registration Number:	2522529	PRODUCT ASSIST IS ONLINE SO YOUR CUSTOMERS DON'T HAVE TO STAND IN ONE
Registration Number:	2614755	QUICK ASSIST
Registration Number:	2718555	QUICK ASSIST

CH \$390.00 2202043

Registration Number:	2622450	RETURN ASSIST
Registration Number:	1737026	SATISFACTION PLUS

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 # 058207
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/16/2007

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated May 22, 2007 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Bank of America, N.A. ("**Bank of America**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, N.E.W. Holdings I, LLC, a Delaware limited liability company ("**Company**"), N.E.W. Customer Service Companies, Inc., a Delaware corporation ("**Holdings**"), and Certain Subsidiaries of Company party thereto, as Guarantors, have entered into a Credit and Guaranty Agreement dated as of May 22, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Bank of America, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Hedge Agreements by the hedge banks (including any treasury management agreements) from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement dated May 22, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, deceleration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, Hedging Obligations of the Company) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

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

N.E.W. HOLDINGS I, LLC

By: 
Name: David N. Bosselman
Title:

Address for Notices:

Trademark Security Agreement

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

N.E.W. HOLDINGS I, LLC

By: _____

Name:

Title:

Address for Notices:

22660 Executive Drive
Sterling, Virginia 20166
Attention: David N. Bosserman
Telephone: (703) 810-8897
Fax: (703) 810-8194

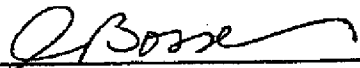
With a copy to:

Berkshire Partners LLC
One Boston Place, Suite 2200
Boston, MA 02100
Facsimile: 617-227-6105
Attention: Ross M. Jones

TRADEMARK _____

REEL: 003603 FRAME: 0024

NATIONAL ELECTRONICS WARRANTY
CORPORATION

By: 
Name: *David N. Bosserman*
Title:

Address for Notices:

Trademark Security Agreement

NATIONAL ELECTRONICS WARRANTY
CORPORATION

By: _____
Name:
Title:

Address for Notices:

22660 Executive Drive
Sterling, Virginia 20166
Attention: David N. Bosserman
Telephone: (703) 810-8897
Fax: (703) 810-8194

With a copy to:

Berkshire Partners LLC
One Boston Place, Suite 2200
Boston, MA 02100
Facsimile: 617-227-6105
Attention: Ross M. Jones

BANK OF AMERICA, N.A.,

By:



Name: Dave Strickert

Title: Senior Vice President





Address for Notices:
Agency Management
1455 Market Street, 5th Floor
Mail Code: CA5-701-05-19
San Francisco, CA 94103
Attn: Liliانا Claar
Telecopy: (415) 503-5003
Telephone: (415) 436-2770

Trademark Security Agreement

TRADEMARK
REEL: 003603 FRAME: 0027

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Owner ¹	App. / Reg. No.	Class(es)	Date Filed / Registered
APPLIANCE PROTECTION PLUS	N	2,202,043	36	11/03/1998
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
				
KEEP IT NEW (& Design)	N	1,527,326	36	02/28/1989
				
KEEP IT NEW!	N	2,006,401	36	10/08/1996
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
PRODUCT ASSIST*	N,G	2,804,003	35, 36, 42	01/13/2004
PRODUCT ASSIST IS ONLINE SO YOUR CUSTOMERS DON'T HAVE TO STAND IN ONE*	N,G	2,522,529	35, 42	12/25/2001

¹ N = National Electronics Warranty Corporation, G = Genco Distribution Systems, Inc.

* Trademarks owned jointly with Genco Distribution Systems, Inc. are defined as Excluded Assets pursuant to section 2.2 of the Security Agreement.

Mark	Owner¹	App. / Reg. No.	Class(es)	Date Filed / Registered
QUICK ASSIST*	N,G	2,614,755	35	09/03/2002
QUICK ASSIST*	N,G	2,718,555	42	05/27/2003
RETURN ASSIST*	N,G	2,622,450	36	09/17/2002
SATISFACTION PLUS	N	1,737,026	36	12/01/1992