

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation, as First Lien Collateral Agent		01/01/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Warranty Corporation of America, a Georgia Corporation
Street Address:	3120 Crossing Park Road
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
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.
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)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company

CH \$215.00 2743742

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	847625
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	01/05/2009

Total Attachments: 5

source=1-5-08 Merrill Lynch Capital 1-TM#page1.tif
source=1-5-08 Merrill Lynch Capital 1-TM#page2.tif
source=1-5-08 Merrill Lynch Capital 1-TM#page3.tif
source=1-5-08 Merrill Lynch Capital 1-TM#page4.tif
source=1-5-08 Merrill Lynch Capital 1-TM#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (“**Release**”) is made as of January 1, 2009, by MERRILL LYNCH CAPITAL CORPORATION, as both first lien and second lien Collateral Agent (“**Grantee**”), in favor of Warranty Corporation of America a Georgia Corporation (“**Grantor**”).

W I T N E S S E T H :

WHEREAS, Grantee and Grantor were parties to a First Lien Trademark Security Agreement and a Second Lien Trademark Security Agreement, both dated July 3, 2007 (the “**Trademark Security Agreements**”), and a First Lien Guarantee and Collateral Agreement and a Second Lien Guarantee and Collateral Agreement, both dated July 3, 2007 (together, the “**Security Agreements**”), pursuant to which Grantor granted first and second lien security interests to Grantee in and to all of Grantor’s Trademark Collateral, including, without limitation, the United States trademark registrations and applications set forth on Schedule 1 attached hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreements were recorded by the United States Patent and Trademark Office on July 9, 2007 at Reel 3576, Frame 0401 for the first lien and on July 11, 2007 at Reel 3578, Frame 00605 for the second lien; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreements and/or the Trademark Security Agreements, as applicable.

1. Grantee hereby terminates the Trademark Security Agreements (but only as to Grantor), and terminates, cancels and releases any and all liens and security interests that it has in all of Grantor’s right, title and interest in and to all of the following, all such rights in and to which shall immediately revert to Grantor without any representation, warranty or recourse of any kind:

(a) the Trademark Collateral, including, without limitation, each Trademark set forth on Schedule 1 attached hereto and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

(b) all assets, rights and interests that uniquely reflect or embody the Trademarks set forth on Schedule 1 attached hereto; and

(c) all products and proceeds of each of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present and

future (i) infringement or dilution of any Trademark Collateral or (ii) injury to the goodwill associated with any Trademark Collateral.

2. Grantee shall take all further actions, and provide to Grantor, its successors, assigns 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 Grantor to more fully and effectively effectuate the purposes of this Release.

3. This Release may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party may enter into this Release by executing a counterpart.

4. Any term or provision of this Release that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to choice of law principles, including all matters of construction, validity and performance, and shall be binding upon the successors and assigns of the parties hereto.

— *Remainder of Page Intentionally Left Blank* —

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

MERRILL LYNCH CAPITAL
CORPORATION, as First Lien and
Second Lien Collateral Agent

By: Arminee Bowler

Name:

Title:

**ARMINEE BOWLER
VICE PRESIDENT**

Schedule 1

REGISTRATIONS

Warranty Corporation of America	USA	Consumer-care Protection You Can Count On	2743742	07/29/2003
Warranty Corporation of America	USA	Digital Life-line	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

APPLICATIONS

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