TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SN Lender Agent, LLC, as Collateral Agent		105/28/2009 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Service Net Solutions, LLC	
Street Address:	650 Missouri Avenue	
City:	Jeffersonville	
State/Country:	INDIANA	
Postal Code:	47130	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2331234	SERVICE NET YOUR REPAIR CONNECTION
Registration Number:	2334655	SERVICE NET YOUR REPAIR CONNECTION
Registration Number:	3112036	
Registration Number:	3397176	SERVICE NET

CORRESPONDENCE DATA

ATTORNEY DOCKET NUMBER:

(312)840-7884 Fax Number:

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

Phone: (312) 840-7860 CHGOIP@jenner.com Email: Correspondent Name: Mariann R. Murphy Address Line 1: 330 N. Wabash Avenue Address Line 2: Jenner & Block LLP

Address Line 4: Chicago, ILLINOIS 60611-7603

900136105

49015-10002

TRADEMARK

REEL: 004002 FRAME: 0935

NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	06/11/2009
Total Attachments: 22	
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of May 28, 2009, is made by and among Service Net Solutions, LLC, a Delaware limited liability company ("Borrower"), Service Net Holdings, Inc., a Delaware corporation ("Service Net Holdings"), SN Acquisition Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of Service Net Holdings ("SN Acquisition"), Service Net Direct, LLC, a Kentucky limited liability company and a wholly-owned subsidiary of Borrower ("SN Direct"), SNS Insurance Agency, LLC, a Kentucky limited liability company and a wholly-owned subsidiary of Borrower ("SNS Insurance"), Service Net Retail Solutions, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Borrower ("SN Retail"), Worldwide Indemnity Network, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Borrower ("Worldwide"), SN Warranty, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Borrower ("SN Warranty") and Service Net International, Inc., a Delaware corporation and a wholly-owned subsidiary of Borrower ("SN International," together with Borrower, Service Net Holdings, SN Acquisition, SN Direct, SNS Insurance, SN Retail, Worldwide and SN Warranty, collectively, "Grantors," and each, individually, "Grantor"), SN Lender Agent, LLC, a Delaware limited liability company ("Collateral Agent"), in its capacity as administrative agent and as collateral agent for itself and the other financial institutions party to the First Lien Loan Documents (as defined below) from time to time as lenders thereunder (collectively, the "Lenders"), and Service Net Warranty, LLC, a Delaware limited liability company ("Assignee"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings attributed to such terms in the First Lien Credit Agreement (as defined below) or First Lien Pledge Agreement (as defined below), as applicable.

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$:

WHEREAS, the Grantors entered into that certain First Lien Credit and Guaranty Agreement, dated as of May 15, 2007 (as amended as of June 11, 2007 and as further heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among the Grantors, Service Net Solutions of Florida, LLC, a Florida limited liability company ("SN Florida"), Collateral Agent and the Lenders;

WHEREAS, to secure their obligations under the First Lien Credit Agreement, the Grantors entered into that certain First Lien Pledge and Security Agreement, dated as of May 15, 2007, by and among the Grantors, SN Florida and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Pledge Agreement," and together with the First Lien Credit Agreement, the "First Lien Loan Documents"), pursuant to which each Grantor granted to Collateral Agent a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the

foregoing (other than "intent to use" trademark applications) including, but not limited to: (i) the registrations and applications set forth on <u>Schedule 1</u> attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "<u>Trademarks</u>"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement set forth on Schedule 2 attached hereto;

WHEREAS, in conjunction with entering into the First Lien Pledge Agreement, Borrower entered into that certain Trademark Security Agreement dated as of May 15, 2007 between Borrower and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>");

WHEREAS, there have occurred numerous continuing events of default in respect of the Grantors' First Lien Obligations (as defined in the UCC Sale Agreement) under the First Lien Credit Agreement, and Collateral Agent and the Lenders have determined, and the Grantors hereby acknowledge, that they are entitled under Sections 9-610 through 9-619 and 9-623 through 9-628 of the UCC, as adopted in the State of New York, the First Lien Loan Documents and other applicable law to, among other things, enforce Collateral Agent's security interest in the Collateral, including the Trademarks, by (a) noticing and conducting a public auction and sale of the Collateral, including the Trademarks, pursuant to and in compliance with Article 9 of the UCC and the UCC Sale Agreement (as defined below) (the "Public Sale") and (b) directing the Grantors to assign and transfer to Assignee for value all of the Grantors' right, title and interest in and to the Trademarks in connection with the Public Sale:

WHEREAS, in connection with the Public Sale, the Grantors, SN Florida, Collateral Agent, Assignee and the other parties thereto have entered into a Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated as of May 7, 2009 (as such agreement may be amended or modified in accordance with its terms, the "UCC Sale Agreement"); and

WHEREAS, the execution and delivery of this Assignment is required in connection with the closing of the transactions contemplated by the UCC Sale Agreement.

NOW, THEREFORE, on the terms and subject to the conditions set forth in the UCC Sale Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Each Grantor, at the direction of Collateral Agent, hereby assigns and transfers to Assignee, and Assignee hereby acquires and takes assignment of, free and clear of all Liens (as defined in the UCC Sale Agreement) except Permitted Liens (as defined in the UCC Sale Agreement), all of each such Grantor's right, title and interest in and to the Trademarks for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each such Grantor if this Assignment had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the date hereof or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the date hereof for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Each Grantor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the trademark registrations and applications set forth on Schedule 1 attached hereto.

In connection with the foregoing, Collateral Agent hereby (a) terminates, cancels and releases any and all security interests it has against the Trademark Collateral pursuant to the First Lien Pledge Agreement and the Trademark Security Agreement, (b) simultaneously and in connection with its release of such security interest pursuant to the First Lien Pledge Agreement and the Trademark Security Agreement, terminates and releases any and all security interests of the Second Lien Collateral Agent against the Trademark Collateral pursuant to rights granted to Collateral Agent pursuant to Section 5.1 of that certain Intercreditor Agreement by and among Borrower, Collateral Agent and the Second Lien Collateral Agent, dated as of May 15, 2007 and (c) acknowledges that, upon the disposition of the Trademark Collateral in the Public Sale, any and all security interests held by it or the Second Lien Collateral Agent against the Trademark Collateral are discharged by operation of law pursuant to Section 9-617(a) of the UCC.

This Assignment shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York, without regard to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

If there is any conflict or inconsistency between the terms of this Assignment and the terms of the UCC Sale Agreement, then the terms of the UCC Sale Agreement shall prevail and govern. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the UCC Sale Agreement.

This Assignment shall be binding upon each Grantor and each of Collateral Agent and Assignee and their respective successors and assigns and shall inure to the benefit of Assignee, its successors and assigns. This Assignment shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party hereto may execute and deliver a counterpart of this Assignment by delivering a facsimile or other electronic transmission of a signature page of this Assignment signed by such party, and any such facsimile or similar electronic signature shall be treated in all respects as having the same effect as an original signature. Any party delivering by facsimile or

other electronic transmission a counterpart executed by it shall promptly thereafter also deliver a manually signed counterpart of this Assignment.

* * * * *

IN WITNESS WHEREOF, each Grantor, the Collateral Agent and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the date first written above.

BORROWER:
as Grantor
Service Net/Solutions, LLC
Ву:
Name:
Its:Chief Financial Officer
SERVICE NET HOLDINGS:
as Grantor
Service Net/Holdings, Inc/
By:
Name: James E. Mostofi
Its: Chief Financial Officer
SN ACQUISITION:
as Grantor
SN Acquisition Holdings, Inc.
By: 10 M
Name: James E. Mostofi
Its: Chief Financial Officer

SN DIRECT: as Grantor Service Net/Direct, LLC
By:
Name: James E. Mostofi
Its:Chief Financial Officer
SNS INSURANCE:
as Grantor SNS Insurance Agency/LLC
By:
Name: James E. Mostofi
Its: Chief Financial Officer
SN RETAIL: as Grantor Service Net Retail Solutions, LLC
By:
Name: James E. Mostofi
Its: Chief Financial Officer
WORLDWIDE: as Grantor Worldwide Indemnity Metwork, LLC By:
Name: James E. Mostofi
Its: Chief Financial Officer

SN WARRANTY: as Grantor SN Warranty, LLC
Ву:
Name:James E. Mostofi
Its:Chief Financial Officer
SN INTERNATIONAL: as Grantor Service Net International, Inc.
By:
Name:James E. Mostofi
Its: Chief Financial Officer
COLLATERAL AGENT: SN Lender Agent, LLC
By:
Name:
Its:
ASSIGNEE: Service Net Warranty, LLC
By:
Name:
Ita

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as Grantor
SN Warranty, LLC
By:
Name:
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SNINTERNATIONAL:
as Granter
Service Net International, Inc.
Straight and a same and an armed appropriate and a
By:
25.5. **********************************
Marina.
Name:
Steen's
is:
COLLATERAL AGENT:
SN Lender Agent, LLC
The state of the s
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Same Land Barrer
Name: <u>(2.2. p. m.) / 2024 - 1</u>
A DECEMBER OF THE PROPERTY OF
its:
ം വേദ്യത്തെന്നും അത്ര
ASSIGNEE:
Service New Warranty, LLC
/ / Nonmonomen
Ву:
€
Name:
free

STATE OF IN SS.:	
duly sworn by me, did depose and say that he is Service Net Solutions, LLC, a Delaware limited foregoing instrument in the firm name of each of	I liability company, and that he executed the of Service Net Solutions, LLC, and that he had d to me that he executed the same as the act and
	Notary Public - State of IN
	Notary Public - State of IN
	Printed Name Cynthia A. Bland
Mr. Commission E	,
My Commission Expires: Notary Public, State at Large, IN My commission expires June 28, 2015	

STATE OF IN SS.:	
Service Net Holdings, Inc., a Delaware corpora instrument in the firm name of each of Service	Net Holdings, Inc., and that he had authority to the executed the same as the act and deed of said
	Notary Public - State of IN Printed Name Cynthia A. Bland
	Printed Name Cynthia A. Bland
My Commission Expires: Notary Public, State at Large, IN My commission expires June 28, 2015	,

Signature Page to Trademark Assignment (for UCC Sale Agreement)

STATE OF <u>IN</u> COUNTY OF <u>Clark</u> ss.:	
duly sworn by me, did depose and say that he is Acquisition Holdings, Inc., a Delaware corpora	uisition Holdings, Inc., and that he had authority nat he executed the same as the act and deed of
	Notary Public - State of TN
	Printed Name Cynthia A Bland
My Commission Expires: Notary Public, State at Large, IN My commission expires June 28, 2015	- ,

STATE OF IN COUNTY OF Clark ss.:
On this 19 day of 1000 2009, before me personally came James E. Mostofi, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer and Secretary of Service Net Direct, LLC, a Kentucky limited liability company, and that he executed the foregoing instrument in the firm name of each of Service Net Direct, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.
Notary Public - State of TN Printed Name Cynthia A-Bland

My Commission Expires:

Notary Public, State at Large, IN

My commission expires June 28, 2015

STATE OF
STATE OF IN SS.:
On this A day of A 2009, before me personally came James E. Mostofi, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer and Secretary of SNS Insurance Agency, LLC, a Kentucky limited liability company, and that he executed the foregoing instrument in the firm name of each of SNS Insurance Agency, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.
Notary Public - State of IN Printed Name Cynthia A Bland
Printed Name Cynthia A. Dang
My Commission Expires: Notary Public, State at Large, IN My commission expires June 28, 2015

STATE OF	IN	
COUNTY OF	Clark	ss.:

On this 19 day of 1009, before me personally came James E. Mostofi, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer and Secretary of Service Net Retail Solutions, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of each of Service Net Retail Solutions, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of IN

Printed Name Cynthia A. Bland

My Commission Expires: Notary Public, State at Large, IN My commission expires June 28, 2015

COUNTY OF Clark	ss.:
Mostofi, to me known to be the	day of May 2009, before me personally came Jame he person who executed the foregoing instrument, and when and say that he is the Chief Financial Officer and Secret

es E. o, being duly sworn by me, did depose and say that he is the Chief Financial Officer and Secretary of Worldwide Indemnity Network, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of each of Worldwide Indemnity Network, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

My Commission Expires:

STATE OF IN

Notary Public, State at Large, IN My commission expires June 28, 2015

STATE OF IN SS.:	
On this 19 day of 1909 Mostofi, to me known to be the person who exect duly sworn by me, did depose and say that he is a Warranty, LLC, a Delaware limited liability combinatrument in the firm name of each of SN Warrasame, and he acknowledged to me that he execut the uses and purposes therein mentioned.	the Chief Financial Officer and Secretary of SN ipany, and that he executed the foregoing anty, LLC, and that he had authority to sign the
<u>.</u>	Cynth A. Bland Notary Public - State of IN
	Printed Name Cynthia A. Bland
My Commission Expires: Notary Public, State at Large, IN My commission expires June 28, 2015	

STATE OF IN SS.:	
Mostofi, to me known to be the person who exeduly sworn by me, did depose and say that he is Service Net International, Inc., a Delaware corp	Net International, Inc., and that he had authority hat he executed the same as the act and deed of
	Cynth a. Blad
	Notary Public - State of IN Printed Name Cynthia A. Bland

My Commission Expires:
Notary Public, State at Large, IN
My commission expires June 28, 2015

STATE OF Florid 9
COUNTY OF Dade ss.:

On this 19 day of way 2009, before me personally came Gregory Boyer, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of SN Lender Agent, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of each of SN Lender Agent, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of Florida

Printed Name Xoshy | B. Avilea

My Commission Expires:

X. A. AVILES Notary Public - State of Florida My Commission Expires Feb 8, 2010 Commission # DD 515914 Bonded By National Notary Assn.

STATE OF <u>Florida</u>
COUNTY OF <u>Dodle</u>

On this 19 day of ______ 2009, before me personally came John Caple, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Authorized Signatory of Service Net Warranty, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of each of Service Net Warranty, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of Florida

Printed Name Koshy / A- Miles

My Commission Expires:



SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Design Only	
Borrower US (78/677,286) (7/4/2006 RENEWA (7/8/677,286) (7/25/2005) DUE 7/4/2012; Registered AOU DUE 3/18/2014; RENEWA 3,397,176 3/18/2008 DUE 3/18/2014; RENEWA (77/068,072) (12/20/2006) 3/18/2018. SERVICE NET YOUR REPAIR CONNECTION AND DESIGN REGISTE	
AOU DUE 3/18/2014 RENEWA DUE 3/18/2008 DUE 3/18/2018 DUE DUE 3/18/2018 DUE DUE	OUE 2; WAL
SERVICE NET YOUR REPAIR CONNECTION AND DESIGN REGISTE	OUE 014; WAL
Borrower US 2,334,655 3/28/2000 DUE 3/28/2010	WAL
SERVICE NET YOUR REPAIR 2,331,234 3/21/2000 DUE Borrower CONNECTION US (75/530,211) (8/3/1998) 3/21/2010	WAL

SCHEDULE 2

TRADEMARK LICENSES

Licensor	Licensee(s)	Trademark / Logo Licensed
	SN Warranty,	
	LLC and Service	
Maytag Services	Net International,	Maytag "Dependability Plus" for Extended Service
Corporation	Inc.	Agreement ("ESA") promotion and advertising
Toshiba America		
Information	SN Warranty,	
Systems, Inc.	LLC	TAIS Marks in connection with the sale of ESAs
	SN Warranty,	
	LLC and Service	Sony logo and other corporate identification marks as
Sony Electronics	Net Retail	necessary in connection with Service Net's services
Inc.	Solutions, LLC	provided under the Agreement
Micro Center,		
Inc.; Micro Center		
Sales Corporation;		
Micro Center C		Each Micro Center party's trademarks and service
Corporation;		marks solely in conjunction with Service Net's
Micro Electronics,	SN Warranty,	performance under the Agreement as well as the
Incorporated	LLC	"TechSaver" mark in connection with the sale of ESAs
	SN Warranty,	
	LLC, Service Net	
	Solutions, LLC	
Lennox Industries	and SN Admin of	
Inc.	Florida, Inc.	Lennox name, logos, trademarks and tradenames
		Philips wordmark and emblem and the Magnavox
		wordmark and "Smart. Very Smart" slogan in
		connection with Service Net's marketing, promotion,
Philips Consumer	Service Net	sales, distribution, administration and servicing
Lifestyle	Holdings, Inc.	obligations under the Agreement
CDW Logistics,	SN Warranty,	CDW Trademarks only for the purpose of branding
Inc.	LLC	and marketing the ESAs sold under the Agreement
		Sirius' service marks, trademarks, logo and other
Sirius Satellite	Service Net	commercial symbols solely in connection with
Radio Inc.	Solutions, LLC	delivery of the Services
	Service Net	
	Solutions, LLC,	
	SN Warranty,	
	LLC and Service	
TREK Retail	Net International,	The TREK trademark, logo and trade names solely in
Corporation	Inc.	connection with the TREK Red Shield program
Panasonic Service	SN Warranty,	The Panasonic trademarks solely in connection with
and Technology	LLC	marketing materials created in performance of

Licensor	Licensee(s)	Trademark / Logo Licensed
Company		obligations under the Agreement
	Service Net	
	Solutions, LLC	
	and SN Admin	CDW Trademarks only for the purpose of branding
CDW Canada Inc.	(Canada), Inc.	and marketing the ESAs sold under the Agreement
Fujitsu General	Service Net	The Fujitsu marks and symbols set forth on Exhibit A
America, Inc.	Solutions, LLC	to the Agreement
	Service Net	
	Solutions, LLC,	
	Service Net Retail	
	Solutions, LLC	
	and Service Net	
Amazon	Solutions of	
Technologies, Inc.	Florida, LLC	The Kindle trademark and Kindle logo
		The brand names Philips, Magnavox, Symphonic,
	Service Net	Sylvania, Emerson and Funai in providing services
P&F USA, Inc.	Holdings, Inc.	under the Agreement
		(1) the LG mark and other corporate identification
		marks of LG as necessary in connection with Service
		Net's solicitation of sales of ESAs from LG's
		customers, including through direct marketing; and (2)
		the LG trademark and logo in connection with
		marketing materials created to sell ESAs under the
LG Electronics	Service Net Retail	Agreement through the Reseller Channel (as defined
Alabama, Inc.	Solutions, LLC	in the Agreement)

RECORDED: 06/11/2009