

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Home Buyers Warranty Corporation		07/27/2009	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	The Bank of New York Mellon, as administrative agent
Street Address:	600 East Las Colinas Blvd Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2600640	2-10 HOME BUYERS WARRANTY
Registration Number:	2554822	2-10
Registration Number:	2638565	2-10 HBW
Registration Number:	1838114	HOME BUYERS WARRANTY MARK OF QUALITY 2-10
Registration Number:	1826022	MARK OF QUALITY
Registration Number:	2653507	2-10 HBW ASSET PROTECTION PROGRAM
Registration Number:	2549307	ELITE BUILDER
Registration Number:	2603647	DIAMOND BUILDER AWARD
Registration Number:	2634349	ELITE BUILDER MARK OF QUALITY 2-10 HOME BUYERS WARRANTY
Registration Number:	2627295	2-10 HOME BUYERS WARRANTY DIAMOND BUILDER AWARD FOR EXCELLENCE IN CONSUMER SATISFACTION
Registration Number:	2638566	HOME BUYERS WARRANTY VI
Registration Number:	2676506	HOME BUYERS WARRANTY VI

OP \$490.00 2600640

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**TRADEMARK  
 REEL: 004053 FRAME: 0571**

Registration Number:	1265964	2-10 HOME BUYERS WARRANTY
Registration Number:	2718691	AMERICA'S CHOICE
Registration Number:	2690300	BRIDGEWORKS COMMERCIAL MANAGEMENT
Serial Number:	77548641	HBW INSURANCE SERVICES
Serial Number:	77542855	APP
Serial Number:	77506983	YOU BUILD YOUR FUTURE, WE PROTECT IT!
Serial Number:	77644788	LIGHT COMMERCIAL WARRANTY 10

**CORRESPONDENCE DATA**

Fax Number: (312)706-8248  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3127018352  
Email: ejpalmer@mayerbrown.com, zbeal@mayerbrown.com,  
ipdocket@mayerbrown.com  
Correspondent Name: Erick J. Palmer  
Address Line 1: P. O. Box 2828  
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	07116390 EJP
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	08/27/2009

**Total Attachments: 9**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2009 (this "Agreement"), is made by Home Buyers Warranty Corporation, a Colorado corporation located at 10375 East Harvard Avenue, Suite 100, Denver, CO 80231 (the "Grantor"), in favor of The Bank of New York Mellon, a bank located at 600 East Las Colinas Blvd., Suite 1300, Irving, TX 75039, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to a Credit and Guaranty Agreement, dated as of February 18, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit and Guaranty Agreement"), among HBW Holdings, Inc. (the "Company"), certain Subsidiaries of the Company, as Guarantors, the Lenders party thereto and the Administrative Agent, the Lenders have extended Term Loans to the Company;

WHEREAS, in connection with the Credit and Guaranty Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 27, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit and Guaranty Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title, and interest in and to the following property, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located, (collectively "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including

those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all trademark licenses for the grant by or to such Grantor of any right to use any trademark, including each trademark license referred to in Item B of Schedule I; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill of the business connected with the use of and symbolized by any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

provided that, the term Trademark Collateral shall not include (i) any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder; or (ii) any United States Trademark application filed on the basis of a Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the United States Patent and Trademark Office; provided, that, to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Notwithstanding the foregoing, in the event of any irreconcilable conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit and Guaranty Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit and Guaranty Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Governing Law, Consent to Jurisdiction, Entire Agreement, etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK EXCEPT TO THE EXTENT THAT THE PERFECTION EFFECT OF PERFECTION OR NONPERFECTION, AND THE PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING HERETO OR ANY OTHER CREDIT DOCUMENT, OR ANY OF THE OBLIGATIONS, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY HERETO, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (i) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (ii) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (iii) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE PARTY HERETO AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.1 OF THE CREDIT AGREEMENT IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER

THE APPLICABLE CREDIT PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (iv) AGREES THAT EACH OTHER PARTY HERETO RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY CREDIT PARTY IN THE COURTS OF ANY OTHER JURISDICTION.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**HOME BUYERS WARRANTY CORPORATION,**  
a Colorado corporation

By: 

Name: MACK HAUS

Title: CFO

**THE BANK OF NEW YORK MELLON,**  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004053 FRAME: 0577**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**HOME BUYERS WARRANTY CORPORATION,**  
a Colorado corporation

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NEW YORK MELLON,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: **Melinda Valentine**  
Title: **Vice President**

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004053 FRAME: 0578



SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

<u>Country</u>	<u>Registered Trademarks</u> <u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	2-10 HOME BUYERS WARRANTY	2,600,640	7/30/2002
United States	2-10 and Design	2,554,822	4/2/2002
United States	2-10 HBW	2,638,565	10/22/2002
United States	HOME BUYERS WARRANTY MARK OF QUALITY 2-10 and Design	1,838,114	5/31/1994
United States	MARK OF QUALITY	1,826,022	3/8/1994
United States	2-10 HBW ASSET PROTECTION PROGRAM	2,653,507	11/26/2002
United States	ELITE BUILDER	2,549,307	3/19/2002
United States	DIAMOND BUILDER AWARD	2,603,647	8/6/2002
United States	ELITE BUILDER MARK OF QUALITY 2-10 HOME BUYERS WARRANTY and Design	2,634,349	10/15/2002
United States	2-10 HOME BUYERS WARRANTY DIAMOND BUILDER AWARD FOR EXCELLENCE IN CONSUMER SATISFACTION and Design	2,627,295	10/1/2002
United States	HOME BUYERS WARRANTY VI	2,638,566	10/22/2002
United States	HOME BUYERS WARRANTY VI and Design	2,676,506	1/21/2003
United States	2-10 HOME BUYERS WARRANTY and Design	1,265,964	1/31/1984
United States	AMERICA'S CHOICE	2,718,691	5/27/2003
United States	BRIDGEWORKS COMMERCIAL MANAGEMENT and Design	2,690,300	2/25/2003

United States (Nevada)	2-10 HOME BUYERS WARRANTY	Bk. 30, pg. 98	6/23/1997
United States (Oregon)	HOME BUYERS WARRANTY	S31,692	7/9/1997
United States (Oregon)	2-10 HOME BUYERS WARRANTY and Design	S31,693	7/9/1997
United States (Utah)	2-10 HOME BUYERS WARRANTY and Design	2524051-0190	7/18/1997
United States (Utah)	HOME BUYERS WARRANTY	4869195-1090	12/18/2000
United States (Washington)	HOME BUYERS WARRANTY	26,337	9/3/1997
United States (Washington)	2-10 HOME BUYERS WARRANTY and Design	26,338	9/3/1997
Australia	2-10 HBW Asset Protection Program	920720	
Australia	2-10 and design	920718	
Australia	2-10 Home Buyers Warranty and design	920717	
Australia	Elite Builder	920715	
Canada	2-10 and Design	TMA659,828	
Canada	2-10 HBW Asset Protection Program	TMA643,550	
Canada	2-10 Home Buyers Warranty and Design	TMA660,644	
Canada	Elite Builder	TMA642,440	

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	HBW INSURANCE SERVICES and Design	(77-548,641)	8/15/2008
United States	APP and Design	(77-542,855)	8/8/2008

United States	YOU BUILD YOUR FUTURE, WE PROTECT IT!	(77-506,983)	6/24/2008
United States	LIGHT COMMERCIAL WARRANTY and Design	(77/644,788)	1/7/2009

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
N/A	N/A	N/A	N/A	N/A