

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equiguard, Inc.		12/31/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3504929	AQUACARE PLUS
Registration Number:	2471219	BLUE RIBBON PROTECTION PLAN
Registration Number:	3624160	CLEAN IS GREEN
Registration Number:	3003480	COMFORT ADVANTAGE
Registration Number:	3504926	COMFORTEASE
Registration Number:	2132802	COMFORTSURE
Registration Number:	2375007	CONTRACTOR'S CHOICE
Registration Number:	2431580	EQUICARE
Registration Number:	2054888	EQUIGUARD
Registration Number:	2455164	EQUIKARE
Registration Number:	3260780	EQUIRATE
Registration Number:	2454919	EXCEL CARE
Registration Number:	2454920	EXCELKARE
Registration Number:	2524911	EXPERT PROTECTION PLAN

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Registration Number:	2454922	FREEDOM CARE
Registration Number:	2454923	FREEDOM KARE
Registration Number:	2153672	LABOR PLUS
Registration Number:	2479962	MECHANICAL CONTRACTOR'S CHOICE
Registration Number:	2055085	PROGARD
Registration Number:	2375008	PROKARE
Registration Number:	2417450	SECURE GARD
Registration Number:	2454921	SECURECOMFORT
Registration Number:	2415751	SECUREGUARD
Registration Number:	2721127	SIMPLY SAY YES
Registration Number:	2454925	SMART CARE
Registration Number:	2454924	SMART KARE
Registration Number:	2422379	TECHNICIAN'S CHOICE EXTENDED CARE
Registration Number:	2372787	WARRANTYEASE

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 840-7860
Email: CHGOIP@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: 353 N. Clark Street
Address Line 2: Jenner & Block LLP
Address Line 4: Chicago, ILLINOIS 60654-3456

ATTORNEY DOCKET NUMBER:	49176-10010
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	01/06/2010

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 31, 2009, is made by and between SERVICE NET WARRANTY, LLC, a Delaware limited liability company ("Buyer"), and EQUIGUARD, INC., an Illinois corporation ("Seller").

WHEREAS, Buyer and Seller are parties to that certain Purchase Agreement, dated as of November 9, 2009 (as such agreement may be amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), pursuant to which Buyer has agreed to acquire certain assets, and assume certain liabilities, in each case, as more fully described in the Purchase Agreement; and

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

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

Section 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Section 2. Conveyance, Assignment and Transfer. For good and valuable consideration, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby transfers, sells, conveys, assigns and delivers to Buyer, and Buyer hereby acquires, purchases and accepts from Seller, free and clear of all Liabilities (other than the Assumed Liabilities), all of Seller's right, title and interest in and to the registered trademarks and trademark applications set forth on Schedule A attached hereto (which is incorporated into and made a part of this Assignment) (collectively, the "Trademarks") for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all of the goodwill associated with such Trademarks and all rights of priority and renewals, and all income, royalties or payments due or payable as of the date hereof or hereafter, 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 Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Seller requests the Commissioner of Patents and Trademarks to record Buyer as the assignee and owner of the Trademarks set forth on Schedule A attached hereto.

Section 3. No Modification of Purchase Agreement. Neither the making nor the acceptance of this transfer, sale, conveyance, assignment and delivery shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any Liabilities imposed thereby. For the avoidance of doubt, in the event of any conflict or ambiguity between the provisions of this Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the Purchase Agreement shall control.

Section 4. General.

(a) This Assignment may be executed in one or more counterparts (including by facsimile and other electronic transmission), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

(b) This Assignment and the other Transaction Documents (i) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter of this Assignment and the other Transaction Documents and (ii) are not intended to and do not confer upon any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable rights or remedies. Any inconsistency or ambiguity between the terms of this Assignment and those of any other Transaction Document, on the one hand, and the Bidding Procedures Order or Sale Order, on the other hand, shall be governed by and construed to give effect to the Bidding Procedures Order or Sale Order, as applicable.

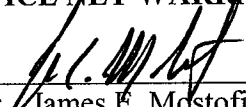
(c) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE BANKRUPTCY CODE AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES OF SUCH STATE.

(d) Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Assignment or the transactions contemplated hereby. Each party hereto (i) certifies that no representative, agent or attorney of the other party hereto has represented, expressly or otherwise, that such party would not, in the event of any suit, action or other proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to enter into this Assignment, by, among other things, the mutual waiver and certifications in this **Section 4(d)**.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first written above.

SERVICE NET WARRANTY, LLC

By: 
Name: James E. Mostofi
Title: Chief Financial Officer

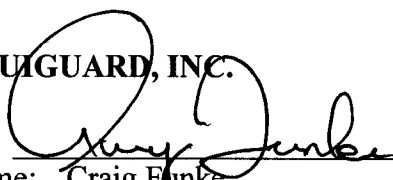
EQUIGUARD, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first written above.

SERVICE NET WARRANTY, LLC

By: _____
Name: James E. Mostofi
Title: Chief Financial Officer

EQUIGUARD, INC.
By:  _____
Name: Craig Funke
Title: Chief Operating Officer

STATE OF INDIANA

COUNTY OF CLARK

ss.:

On this 29th day of December, 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 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.

Suzanne F. Ricketts
Notary Public - State of INDIANA

Printed Name SUZANNE F. RICKETTS

My Commission Expires:

10/14/2016

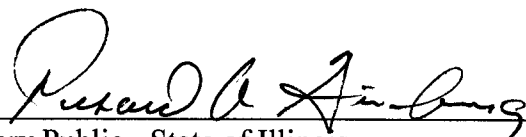


STATE OF ILLINOIS

ss.:

COUNTY OF COOK

On this 28th day of December, 2009, before me personally came Craig Funke, 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 Operating Office of Equiguard, Inc., an Illinois corporation, and that he executed the foregoing instrument in the firm name of each of Equiguard, Inc., 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.

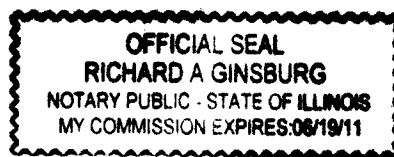


Notary Public - State of Illinois



Printed Name RICHARD A GINSBURG

My Commission Expires:

June 19, 2011



SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS			
Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)
AQUACARE PLUS	U.S.	3504929	23-SEP-2008
BLUE RIBBON PROTECTION PLAN	U.S.	2471219	24-JUL-2001
CLEAN IS GREEN	U.S.	3624160	19-MAY-2009
COMFORT ADVANTAGE	U.S.	3003480	04-OCT-2005
COMFORTEASE	U.S.	3504926	23-SEP-2008
COMFORTSURE	U.S.	2132802	27-JAN-1998
CONTRACTOR'S CHOICE	U.S.	2375007	08-AUG-2000
EQUICARE	U.S.	2431580	27-FEB-2001
EQUIGUARD and Design 	U.S.	2054888	22-APR-1997
EQUIKARE	U.S.	2455164	29-MAY-2001
EQUIRATE	U.S.	3260780	10-JUL-2007
EXCEL CARE	U.S.	2454919	29-MAY-2001
EXCELKARE	U.S.	2454920	29-MAY-2001
EXPERT PROTECTION PLAN	U.S.	2524911	01-JAN-2002
FREEDOM CARE	U.S.	2454922	29-MAY-2001
FREEDOM KARE	U.S.	2454923	29-MAY-2001
LABOR PLUS	U.S.	2153672	28-APR-1998
MECHANICAL CONTRACTOR'S CHOICE	U.S.	2479962	21-AUG-2001
PROGARD (Stylized) 	U.S.	2055085	22-APR-1997
PROKARE	U.S.	2375008	08-AUG-2000
SECURE GARD	U.S.	2417450	02-JAN-2001
SECURECOMFORT	U.S.	2454921	29-MAY-2001
SECUREGUARD	U.S.	2415751	26-DEC-2000
SIMPLY SAY YES	U.S.	2721127	03-JUN-2003
SMART CARE	U.S.	2454925	29-MAY-2001
SMART KARE	U.S.	2454924	29-MAY-2001
TECHNICIAN'S CHOICE EXTENDED CARE (Supplemental Register)	U.S.	2422379	16-JAN-2001
WARRANTYEASE	U.S.	2372787	01-AUG-2000

COMFORTSURE	Canada	TMA497496	21-JUL-1998
COMFORTSURE Design 	Canada	TMA523874	25-FEB-2000
EQUIGUARD and Logo 	Canada	TMA527572	11-MAY-2000
LABOR PLUS	Canada	TMA490560	26-FEB-1998
PROGARD Design <i>ProGard</i>	Canada	TMA544505	04-MAY-2001
WARRANTYEASE Design WARRANTYEASE	Canada	TMA557634	08-FEB-2002