

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
ING Capital LLC		08/18/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Automobile Protection Corporation - APCO
Street Address:	6010 Atlantic Boulevard
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	CORPORATION: GEORGIA

Name:	APCO Holdings, Inc.
Street Address:	6010 Atlantic Boulevard
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	CORPORATION: DELAWARE

Name:	The AEGIS Group, Inc.
Street Address:	6010 Atlantic Boulevard
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	CORPORATION: GEORGIA

Name:	The AEGIS Service Contract Liability Purchasing Group, Inc.
Street Address:	6010 Atlantic Boulevard
City:	Norcross
State/Country:	GEORGIA

900170078

**TRADEMARK
 REEL: 004265 FRAME: 0782**

CH \$165.00 1599868

Postal Code:	30071
Entity Type:	CORPORATION: GEORGIA

Name:	APCO Louisiana VMBI, LLC
Street Address:	6010 Atlantic Boulevard
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	APCO Services, LLC
Street Address:	6010 Atlantic Boulevard
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1599868	AEGIS
Registration Number:	1403422	APCO AUTOMOBILE PROTECTION CORP.
Registration Number:	1508560	EASY CARE
Registration Number:	2125471	EASY CARE CERTIFIED PRE-OWNED VEHICLES
Registration Number:	2123625	SOMETHING YOU CAN COUNT ON ... AND MORE!
Registration Number:	1645484	TOTAL CARE

CORRESPONDENCE DATA

Fax Number: (205)244-5610
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 205-458-5452
 Email: jkelly@burr.com
 Correspondent Name: Justin H. Kelly
 Address Line 1: 420 North 20th Street
 Address Line 2: Suite 3400
 Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	20169/11
NAME OF SUBMITTER:	Justin H. Kelly
Signature:	/justin kelly/

Date:

08/24/2010

Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), dated as of August 18, 2010, is by ING CAPITAL LLC, in its capacity as agent for the Secured Parties, a Delaware limited liability company located at 1325 Avenue of the Americas, New York, NY, 10019 (in such capacity, the "**Collateral Agent**"), in favor of AUTOMOBILE PROTECTION CORPORATION – APCO, a Georgia corporation, located at 6010 Atlantic Boulevard, Norcross, Georgia, 30071; APCO HOLDINGS, INC., a Delaware corporation, located at 6010 Atlantic Boulevard, Norcross, Georgia, 30071; THE AEGIS GROUP, INC. a Georgia corporation located at 6010 Atlantic Boulevard, Norcross, Georgia, 30071; THE AEGIS SERVICE CONTRACT LIABILITY PURCHASING GROUP, INC., a Georgia corporation, located at 6010 Atlantic Boulevard, Norcross, Georgia, 30071; APCO LOUISIANA VMBI, LLC, a Delaware limited liability company, located at 6010 Atlantic Boulevard, Norcross, Georgia, 30071; and APCO SERVICES, LLC, a Delaware limited liability company, located at 6010 Atlantic Boulevard, Norcross, Georgia, 30071 (each, individually, a "**Grantor**" and, collectively, "**Grantors**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 2, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among AUTOMOBILE PROTECTION CORPORATION - APCO, a Georgia corporation (the "**Borrower**"), APCO HOLDINGS, INC., a Delaware Corporation, the lenders from time to time party hereto (each a "**Lender**" and, collectively, the "**Lenders**"), and ING CAPITAL LLC ("ING"), as Administrative Agent, Sole Arranger and Sole Bookrunner, the Lenders severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors, other than the Borrower, are party to the Guaranty pursuant to which they guaranteed the Obligations;

WHEREAS, the Grantors are party to that certain (i) Pledge and Security Agreement, dated April 2, 2007 in favor of Collateral Agent (the "**Pledge and Security Agreement**") and (ii) Trademark Security Agreement, dated April 2, 2007, recorded in the United States Patent and Trademark Office on April 5, 2007 at Reel/Frame 3515/0849, in favor of Collateral Agent, pursuant to which the Grantors granted to the Collateral Agent a security interest and continuing lien on all of their right, title and interest in, to and under all of their Trademarks including without limitation, those referred to on Schedule I hereto and all of the Trademark Licenses as to which Grantors are party, (the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance, when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise, of all Obligations of such Grantors; and

WHEREAS, the Obligations have been paid and performed in full and the Collateral Agent has agreed to release its security interest and continuing lien on the Trademark Collateral.

NOW, THEREFOR, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral.

Collateral Agent hereby terminates, releases, and discharges fully its security interest and continuing lien on all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the trademarks referred to on Schedule I hereto, and reassigns and transfers any right, title and interest that Collateral Agent may have in the Trademark Collateral to Grantors.

Section 3. Further Assurances.

Collateral Agent hereby authorizes Grantors (or Grantors' authorized representative) to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Collateral Agent in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Collateral Agent further agrees to execute and deliver to Grantors any and all further documents and instruments, and do any and all further acts which Grantors (or its agents or designees) reasonably request, at Grantors' sole cost and expense, in order to confirm this Release and the applicable Grantor's right, title, and interest in or to the Trademark Collateral.

Section 4. Choice of Law.

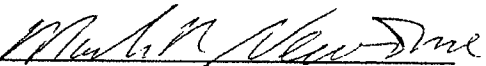
This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York (including Sections 5-1402 of the General Obligations of the State of New York).

Section 5. Counterparts.

This Release may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Collateral Agent and each Grantor has caused this RELEASE OF TRADEMARK SECURITY INTEREST to be executed and delivered by its duly authorized officer as of the date first set forth above.

ING CAPITAL LLC, as Collateral Agent

By: 
Name: Mark R. Newsome
Title: Director

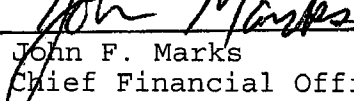
[SIGNATURE PAGE - RELEASE OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004265 FRAME: 0787

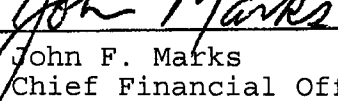
ACCEPTED AND AGREED
as of the date first above written:

GRANTORS:

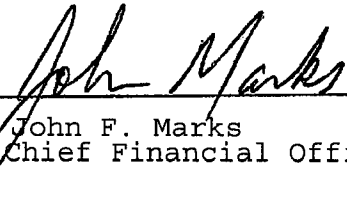
AUTOMOBILE PROTECTION CORPORATION- APCO

By: 
Name: John F. Marks
Title: Chief Financial Officer

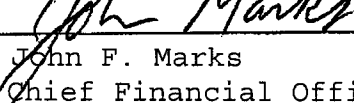
APCO HOLDINGS, INC.

By: 
Name: John F. Marks
Title: Chief Financial Officer

THE AEGIS GROUP, INC.

By: 
Name: John F. Marks
Title: Chief Financial Officer

THE AEGIS SERVICE CONTRACT LIABILITY PURCHASING GROUP, INC.

By: 
Name: John F. Marks
Title: Chief Financial Officer

[SIGNATURE PAGE - RELEASE OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004265 FRAME: 0788

APCO LOUISIANA VMBI, LLC

By: John Marks
Name: John F. Marks
Title: Chief Financial Officer

APCO SERVICES, LLC

By: John Marks
Name: John F. Marks
Title: Chief Financial Officer

[SIGNATURE PAGE - RELEASE OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004265 FRAME: 0789

Schedule I
to
Release of Trademark Security Agreement Interest

Trademark Registrations

Debtor/ Grantor	Trademarks	Jurisdiction	Registration/ Filing Date	Registration No.	Status
Automobile Protection Corporation - APCO	AEGIS	Georgia	08/07/1989	S -9429	Registered
Automobile Protection Corporation - APCO	AEGIS	United States	06/05/1990	1599868	Registered
Automobile Protection Corporation - APCO	APCO AUTOMOBILE PROTECTION CORP. and Design	United States	07/29/1986	1403422	Registered
Automobile Protection Corporation - APCO	EASY CARE	Maine	03/21/1988	19880195	Registered
Automobile Protection Corporation - APCO	EASY CARE	Massachusetts	10/13/1987	40565	Registered
Automobile Protection Corporation - APCO	EASY CARE	New Hampshire	09/28/1987		Registered
Automobile Protection Corporation - APCO	EASY CARE	Rhode Island	10/06/1987	87101 (alt. 871001)	Registered
Automobile Protection Corporation - APCO	EASY CARE (Stylized and Design)	United States	10/11/1988	1508560	Registered
Automobile Protection Corporation - APCO	EASY CARE CERTIFIED PRE-OWNED VEHICLES (and Design)	United States	12/30/1997	2125471	Registered
Automobile Protection Corporation	PERFECT PROFIT PROGRAM	Georgia	01/03/1989	S-8853	Registered
Automobile Protection Corporation - APCO	SOMETHING YOU CAN COUNT ON. .AND MORE!	United States	12/23/1997	2123625	Registered
Automobile Protection Corporation	TOTAL CARE	Georgia	02/13/1990	S9894	Registered
Automobile Protection Corporation - APCO	TOTAL CARE	United States	05/21/1991	1645484	Registered
Automobile Protection Corporation - APCO	ENTREIENTOTAL	Canada	2/27/2003	TMA576,575	Registered
Automobile Protection Corporation - APCO	ENTRETIENFACILE	Canada	2/27/2003	TMA576,570	Registered
Automobile Protection Corporation	TOTAL CARE	Canada	5/15/2002	TMA562,085	Registered

Debtor/ Grantor	Trademarks	Jurisdiction	Registration/ Filing Date	Registration No.	Status
Corporation – APCO					
Automobile Protection Corporation – APCO	EASY CARE and design	Canada	01/06/1999 05/28/2001	1001216 TMA545681	Registered