

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
Automobile Protection Corporation-APCO		08/18/2010	CORPORATION: GEORGIA
APCO Holdings, Inc.		08/18/2010	CORPORATION: DELAWARE
The Aegis Group, Inc.		08/18/2010	CORPORATION: GEORGIA
The Aegis Service Contract Liability Purchasing Group, Inc.		08/18/2010	Non-profit corporation: GEORGIA
Automobile Protection Corporation-APCO Florida		08/18/2010	CORPORATION: FLORIDA
Warranty Support Services, LLC		08/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
APCO Louisiana-VMBI, LLC		08/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
APCO Services, LLC		08/18/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	3475 Piedmont Road
Internal Address:	18th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1599868	AEGIS
Registration Number:	1403422	APCO AUTOMOBILE PROTECTION CORP.
Registration Number:	1508560	EASY CARE

900170331

**TRADEMARK
 REEL: 004267 FRAME: 0618**

CH \$215.00 1599868

Registration Number:	2125471	EASY CARE CERTIFIED PRE-OWNED VEHICLES
Registration Number:	2123625	SOMETHING YOU CAN COUNT ON ... AND MORE!
Registration Number:	1645484	TOTAL CARE
Registration Number:	3660600	EASY CARE
Registration Number:	3660601	EASY 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, Esq.
Signature:	/justin kelly/
Date:	08/26/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated August 18, 2010, is made by Automobile Protection Corporation-APCO, a Georgia corporation, APCO Holdings, Inc., a Delaware corporation, The Aegis Group, Inc., a Georgia corporation, The Aegis Service Contract Liability Purchasing Group, Inc., a Georgia non-profit corporation, Automobile Protection Corporation-APCO Florida, a Florida corporation, Warranty Support Services, LLC, a Delaware limited liability company, APCO Louisiana-VMBI, LLC, a Delaware limited liability company and APCO Services, LLC, a Delaware limited liability company (each, a "**Grantor**"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the "**Agent**") for the Lenders (as each term is defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among the Loan Parties thereto, the Agent and the Lenders (as defined in the Credit Agreement) party thereto from time to time.

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor has executed and delivered that certain Pledge and Security Agreement dated of even date herewith made by the Grantor and certain of its affiliates in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders and other holders of Secured Obligations, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

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

Section 1. *Grant of Security.* The Grantor hereby grants to the Agent for the ratable benefit of the Lenders and all other holders of Secured Obligations a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the

grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting Secured Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment and performance of all Secured Obligations.

Section 3. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 4. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. To the extent this Trademark Security Agreement is inconsistent with the terms or conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

Section 6. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

[Signatures Contained on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AUTOMOBILE PROTECTION CORPORATION-APCO, a Georgia corporation

By: John Marks
Name: _____
Title: _____

APCO HOLDINGS, INC., a Delaware corporation

By: John Marks
Name: _____
Title: _____

THE AEGIS GROUP, INC., a Georgia corporation

By: John Marks
Name: _____
Title: _____

THE AEGIS SERVICE CONTRACT LIABILITY PURCHASING GROUP, INC., a Georgia non-profit corporation

By: John Marks
Name: _____
Title: _____

AUTOMOBILE PROTECTION CORPORATION-APCO FLORIDA, a Florida corporation

By: John Marks
Name: _____
Title: _____

[Signatures Continue on Following Pages]

WARRANTY SUPPORT SERVICES, LLC,
a Delaware limited liability company

By: John Marks
Name: _____
Title: _____

APCO LOUISIANA-VMBI, LLC, a Delaware
limited liability company

By: John Marks
Name: _____
Title: _____

APCO SERVICES, LLC, a Delaware limited
liability company

By: John Marks
Name: _____
Title: _____

[End Signatures]

**Schedule A
to Trademark Security Agreement**

List of Trademark Registrations and Applications

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	United States	1/14/2009	3660600	Registered
Automobile Protection Corporation – APCO	EASY CARE and Design	United States	1/14/2009	3660601	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 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	1555019	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

324750

Debtor/ Grantor	Trademarks	Jurisdiction	Registration/ Filing Date	Registration No.	Status
Corporation					
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 – APCO	TOTAL CARE	Canada	5/15/2002	TMA562,085	Registered
Automobile Protection Corporation – APCO	EASY CARE and design	Canada	01/06/1999 05/28/2001	1001216 TMA545681	Registered