

TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

**10/26/2010
900174931**

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		10/21/2010	Bank:

RECEIVING PARTY DATA

Name:	Home Buyers Warranty Corporation
Street Address:	10375 East Harvard Avenue, Suite 100
City:	Denver
State/Country:	COLORADO
Postal Code:	80231
Entity Type:	CORPORATION: <i>Colorado</i>

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:	1828022	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:	2678506	HOME BUYERS WARRANTY VI
Registration Number:	1285964	2-10 HOME BUYERS WARRANTY

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TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

Registration Number:	2718691	AMERICA'S CHOICE
Registration Number:	2690300	BRIDGEWORKS COMMERCIAL MANAGEMENT
Serial Number:	77548641	HBW INSURANCE SERVICES
Serial Number:	77542855	APP
Serial Number:	77508983	YOU BUILD YOUR FUTURE, WE PROTECT IT!
Serial Number:	77644788	LIGHT COMMERCIAL WARRANTY 10

CORRESPONDENCE DATA

Fax Number: (212)259-6333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-259-8318
 Email: ptodocket@dl.com
 Correspondent Name: Monique L. Ribando
 Address Line 1: 1301 Avenue of the Americas
 Address Line 2: Dewey & LeBoeuf LLP
 Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	101403.1
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	10/26/2010

Total Attachments: 10
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TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

**ACKNOWLEDGMENT OF RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND COPYRIGHTS**

This ACKNOWLEDGMENT OF RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS, dated as of October 21, 2010 (this "Release"), is made by 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.

All capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Pledge and Security Agreement (as defined below).

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"), by and among HBW Holdings, Inc. (the "Company"), Home Buyers Warranty Corporation (the "Grantor") and the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders agreed to make Term Loans to the Company;

WHEREAS, in connection with the Credit and Guaranty Agreement, the Grantor entered into (i) 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 "Pledge and Security Agreement"), by and among the Company, the Grantor and the other Guarantors and the Administrative Agent, (ii) a Trademark Security Agreement, dated as of July 27, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and between the Grantor and the Administrative Agent, in order to grant the Administrative Agent a continuing security interest in the Trademark Collateral, and (iii) a Copyright Security Agreement, dated as of July 27, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Copyright Security Agreement"), by and between the Grantor and the Administrative Agent, in order to grant the Administrative Agent a continuing security interest in the Copyright Collateral, in each case to secure all Obligations;

WHEREAS, certain of the security interest granted in the Trademark Collateral has been recorded with the U.S. Patent and Trademark Office and the trademark offices of the other jurisdictions as set forth on Schedule I to the Trademark Security Agreement, attached as Exhibit A hereto, and certain of the security interest granted in the Copyright Collateral has been recorded with the U.S. Copyright Office as set forth on Schedule I to the Copyright Security Agreement, attached as Exhibit B hereto;

WHEREAS, pursuant to the Payoff Letter, dated September 29, 2010 (the "Payoff Letter"), by and among the Company, the Guarantors and the Administrative Agent on behalf of the Lenders, all security interests, liens and other encumbrances granted to the Administrative

TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

Agent for the benefit of the Lenders under the Credit and Guaranty Agreement and related credit documents have been forever and irrevocably terminated, satisfied, discharged and released; and

WHEREAS, the Grantor desires that the Administrative Agent, for purposes of the release of the Trademark Collateral and the Copyright Collateral, acknowledge and confirm the termination, release and full discharge of the security interest in, to and under the Trademark Collateral and the Copyright Collateral, including, without limitation, the registrations and applications listed on Exhibit A and Exhibit B hereto.

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

1. The Administrative Agent hereby, without representation, warranty, indemnity or recourse, express implied or statutory of any kind, acknowledges and confirms the termination, release and full discharge of the security interest in, to and under the Trademark Collateral and the Copyright Collateral, including, but not limited to, the registrations and applications for registration (and to the extent such applications have matured into registrations, such registrations) listed on Exhibit A and Exhibit B hereto, as applicable.

2. Administrative Agent hereby reassigns and transfers any right, title and interest that the Administrative Agent may have, without representation, warranty, indemnity or recourse, express implied or statutory of any kind, in the Trademark Collateral and the Copyright Collateral to the Grantor.

3. The Administrative Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record and file this Release with the U.S. Patent and Trademark Office and the trademark offices of all the other jurisdictions set forth on Exhibit A hereto, (ii) record and file this Release with the U.S. Copyright Office, and/or (iii) otherwise record or file this Release with any applicable governmental office or agency.

4. THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

THE BANK OF NEW YORK MELLON,
as Administrative Agent

By: [Signature]
Name: Eddie Wang
Title: V.P.

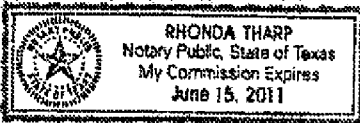
STATE OF Texas

Before me, a Notary Public in and for the State of Texas, on this 22 day of October, 2010 personally appeared Eddie Wang, who, being duly sworn, signed and acknowledged the foregoing Trademark Security Agreement as his/her free act and deed.

[Signature]
NOTARY PUBLIC

My Commission Expires: June 15, 2011

(SEAL)



Signature Page to
Acknowledgment of Release of Security Interest in Trademarks and Copyrights

TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

**EXHIBIT A
TO
ACKNOWLEDGMENT OF RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND COPYRIGHTS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

[See Following Page]

TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

EXHIBIT A

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Country</u>	<u>Registered 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

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TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

EXHIBIT A

United States (Nevada)	2-10 HOME BUYERS WARRANTY	Bk. 30, pg. 98	6/23/1997
United States (Oregon)	HOME BUYERS WARRANTY	531,692	7/9/1997
United States (Oregon)	2-10 HOME BUYERS WARRANTY and Design	531,693	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

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

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TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

EXHIBIT A

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

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TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

EXHIBIT B

§ SCHEDULE I
to Copyright Security Agreement

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
United States	TX5637937	10/1/2002	Major structural damage in residential properties: a comparison with major fire and other catastrophic damage
United States	TXu1172637	4/26/2004	Building a better business - risk management for homebuilders
United States	TXu1197823	4/26/2004	Building a better business: implied warranties; express warranties; insurance-backed warranties
United States	TXu1180886	4/26/2004	Building a better business: customer service
United States	TXu1197808	4/29/2004	Building a better business: contractual risk transfer
United States	TXu1171661	4/29/2004	Building a better business: insurance requirements for the builder
United States	TXu1171625	4/26/2004	Building a better business: risk retention group
United States	TXu1172636	4/26/2004	Building a better business - jobsite safety
United States	TXu1180875	4/26/2004	Building a better business
United States	TXu1171626	4/26/2004	Building a better business: buyer relations: marketing, sales, and purchase contract
United States	PA598925	1/15/1993	Warranty teamwork: you, your builder & HBW
United States	TXu1266074	11/14/2005	The design solution.

Copyright/Mask Work Pending Registration Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
N/A	N/A	N/A	N/A

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TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

**EXHIBIT B
TO
ACKNOWLEDGMENT OF RELEASE OF SECURITY INTEREST
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COPYRIGHT REGISTRATIONS

[See Following Page]

TO: MONIQUE L. RIBANDO COMPANY: 1301 AVENUE OF THE AMERICAS

EXHIBIT B

Copyright/Mask Work Registration Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Title</u>
N/A	N/A	N/A	N/A

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