

**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
Safe-Guard Products International, LLC		03/18/2011	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

Name:	Prospect Capital Corporation, as Agent
Street Address:	10 East 40th Street
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85050652	SAFE-GUARD
Serial Number:	85050649	SAFE-GUARD
Registration Number:	3904179	SAFE-GUARD
Serial Number:	85199612	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Serial Number:	85199611	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Serial Number:	85199605	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6175269600  
 Email: cslattery@proskauer.com  
 Correspondent Name: Christine Slattery  
 Address Line 1: Proskauer Rose LLP  
 Address Line 2: One International Place

**900186984**

**TRADEMARK  
 REEL: 004501 FRAME: 0653**

**CH \$165.00 85050652**

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 59297/007

NAME OF SUBMITTER: Christine Slattery

Signature: /Christine Slattery/

Date: 03/21/2011

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of March 18, 2011, by SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a Georgia limited liability company (“**Grantor**”), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as agent (“**Agent**”) for the benefit of the Purchasers (as hereinafter defined).

### R E C I T A L S :

A. Pursuant to that certain Senior Secured Loan Agreement dated as of the date hereof among SG Acquisition, Inc., a Delaware corporation (“**Borrower**”), Grantor, Safe-Guard Warranty Corporation., a Florida corporation (“**SGWC**”, and, together with Grantor and any hereafter created or acquired Subsidiaries of Grantor, the “**Guarantors**”, and collectively with the Borrower, the “**Loan Parties**”), Agent and the Purchasers from time to time party thereto (the “**Purchasers**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and

Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademarks**”);

(b) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor’s Trademarks or another Person’s Trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks or Trademark Licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

**3. SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

**4. SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**5. AUTHORIZATION TO SUPPLEMENT.** If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (in any event within 3 Business Days) notice in writing to Agent with respect to any such new Trademark, any renewal or extension of a Trademark registration or any new Trademark License. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License; provided, that Agent will provide Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **TERMINATION**. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

7. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a  
Georgia limited liability company

By: 

Name: Douglas A. Duncan

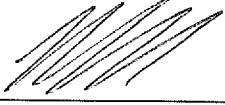
Title: CEO

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004501 FRAME: 0658**

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,  
as Agent

By: 

\_\_\_\_\_  
Name: Grier Eliasek  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004501 FRAME: 0659**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS:**

**Word Mark** SAFE-GUARD  
**Goods and Services** IC 036. US 100 101 102. G & S: Providing vehicle services agreements on vehicles manufactured by others for mechanical breakdown and servicing; prepaid automobile preventative maintenance service plans; administering automobile loan and lease payoff waiver plans; debt cancellation services using proceeds from automobile insurance; providing vehicle services agreements on vehicles manufactured by others for excess wear and tear; providing information to automobile dealerships via a secure website regarding finance and insurance products. FIRST USE: 19970000. FIRST USE IN COMMERCE: 19970000

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85050652

**Filing Date** May 28, 2010

**Current Filing Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** November 2, 2010

**Owner** (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305

**Attorney of Record** Joel R. Feldman and Kristen L. Fancher

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

**Word Mark** SAFE-GUARD

**Goods and Services** IC 035. US 100 101 102. G & S: Administering contracts for the repair of motor vehicle components. FIRST USE: 20020000. FIRST USE IN COMMERCE: 20020000

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85050649

**Filing Date** May 28, 2010

**Current Filing Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** November 2, 2010

**Owner** (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305

**Attorney of Record** Joel R. Feldman, and Kristen L. Fancher

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL



**Live/Dead Indicator** LIVE

**Word Mark** SAFE-GUARD  
**Goods and Services** IC 040. US 100 103 106. G & S: Etching of traceable identification numbers on automobile windows for automobile post-theft identification. FIRST USE: 19920000. FIRST USE IN COMMERCE: 19920000  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Trademark Search Facility Classification Code** NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks  
**Serial Number** 85050655  
**Filing Date** May 28, 2010  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** October 26, 2010  
**Registration Number** 3904179  
**Registration Date** January 11, 2011  
**Owner** (REGISTRANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305  
**Attorney of Record** Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

**SAFE-GUARD**  
Products International, LLC



**Word Mark** SAFE-GUARD PRODUCTS INTERNATIONAL, LLC  
**Goods and Services** IC 040. US 100 103 106. G & S: Etching of traceable identification numbers on automobile windows for automobile post-theft identification. FIRST USE: 19940000. FIRST USE IN COMMERCE: 19940000  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 01.17.25 - Bodies of water (maps); Cities (maps); Counties (maps); Maps or outlines of other geographical areas  
26.07.21 - Diamonds that are completely or partially shaded  
26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)  
26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal  
**Serial Number** 85199612  
**Filing Date** December 16, 2010

**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Owner** (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305  
**Attorney of Record** Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.  
**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of the words SAFE-GUARD PRODUCTS INTERNATIONAL, LLC centered over a horizontal diamond shape with an illustration of a map of the world overlaying horizontal lines within the diamond shape.  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

**SAFE-GUARD**  
 Products International, LLC



**Word Mark** SAFE-GUARD PRODUCTS INTERNATIONAL, LLC  
**Goods and Services** IC 036. US 100 101 102. G & S: Providing vehicle services agreements on vehicles manufactured by others for mechanical breakdown and servicing; prepaid automobile preventative maintenance service plans; administering automobile loan and lease payoff waiver plans; debt cancellation services using proceeds from automobile insurance; providing vehicle services agreements on vehicles manufactured by others for excess wear and tear; providing information to automobile dealerships via a secure website regarding finance and insurance products. FIRST USE: 19970000. FIRST USE IN COMMERCE: 19970000  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 01.17.25 - Bodies of water (maps); Cities (maps); Counties (maps); Maps or outlines of other geographical areas  
 26.07.21 - Diamonds that are completely or partially shaded  
 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)  
 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal  
**Serial Number** 85199611  
**Filing Date** December 16, 2010  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Owner** (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305  
**Attorney of Record** Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.  
**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of the words SAFE-GUARD PRODUCTS INTERNATIONAL, LLC centered over a horizontal diamond shape with an illustration of a map of the world overlaying horizontal lines within the diamond shape.  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead** LIVE

**Indicator**

**SAFE-GUARD**  
Products International, LLC



**Word Mark** SAFE-GUARD PRODUCTS INTERNATIONAL, LLC

**Goods and Services** IC 035. US 100 101 102. G & S: Administering contracts for the repair of motor vehicle components. FIRST USE: 20020000. FIRST USE IN COMMERCE: 20020000

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 01.17.25 - Bodies of water (maps); Cities (maps); Counties (maps); Maps or outlines of other geographical areas  
26.07.21 - Diamonds that are completely or partially shaded  
26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)  
26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

**Serial Number** 85199605

**Filing Date** December 16, 2010

**Current Filing Basis** 1A

**Original Filing Basis** 1A

**Owner** (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305

**Attorney of Record** Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.

**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of the words SAFE-GUARD PRODUCTS INTERNATIONAL, LLC centered over a horizontal diamond shape with an illustration of a map of the world overlaying horizontal lines within the diamond shape.

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE