

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asurion, LLC		05/24/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 S. Tryon Street, 15th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3312225	PHONETRACER	
Registration Number:	3357807	BACKMEUP	
Registration Number:	2301365	RESCUE LINK	
Registration Number:	3700469	WIRELESS PHONE PROTECTION	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.310.8000		
Email:	vindra.richter@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Vindra Richter/si		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	18315.0004.L.SPIVEY		

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NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	05/24/2011
Total Attachments: 6 source=Trademark Security Agreement (2nd Lien)#page1.tif source=Trademark Security Agreement (2nd Lien)#page2.tif source=Trademark Security Agreement (2nd Lien)#page3.tif source=Trademark Security Agreement (2nd Lien)#page4.tif source=Trademark Security Agreement (2nd Lien)#page5.tif source=Trademark Security Agreement (2nd Lien)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2011 (this "Agreement"), made by the Persons listed on the signature pages hereof (each, a "Grantor") in favor of BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Amended and Restated Second Lien Guarantee and Collateral Agreement dated as of May 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Asurion, LLC (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of May 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

A. all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");

B. all goodwill associated with or symbolized by the Trademarks;

C. all assets, rights and interests that uniquely reflect or embody the Trademarks;

D. the right to sue third parties for past, present and future infringements of any Trademark; and

E. all proceeds of and rights associated with the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not extend to, and the term "Trademark Collateral" (and any component definition thereof) shall not include, any Excluded Property.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

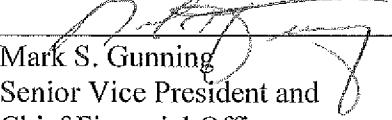
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including ".pdf" or ".tif" format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

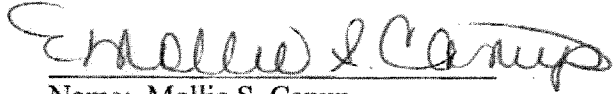
ASURION, LLC

By: 
Name: Mark S. Gunning
Title: Senior Vice President and
Chief Financial Officer

SIGNATURE PAGE TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
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BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Mollie S. Canup
Title: Vice President

SIGNATURE PAGE TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
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Schedule I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion, LLC	USA	PHONETRACER PHONETRACER (Block Letters)	3312225	10/16/2007
Asurion, LLC	USA	backMEup BACKMEUP (Block Letters)	3357807	12/18/2007
Asurion, LLC	USA	RESCUE LINK(Word Only)	2301365	12/21/1999
Asurion, LLC	USA	WIRELESS PHONE PROTECTION WIRELESS PHONE PROTECTION (Block Letters)	3700469	10/20/2009

Schedule II

Trademark Applications

None.