

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/24/2011	National Association:
RECEIVING PARTY DATA			
Name:	Asurion, LLC		
Street Address:	648 Grassmere Park		
Internal Address:	Suite 300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37211		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2916566	PHONEGUARD	
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/cb		
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		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/Vindra Richter/		

CH \$40.00 2916566

900192988

TRADEMARK
 REEL: 004549 FRAME: 0722

Date:

05/26/2011

Total Attachments: 3

source=Release of First Lien Trademark Security Agreement#page1.tif

source=Release of First Lien Trademark Security Agreement#page2.tif

source=Release of First Lien Trademark Security Agreement#page3.tif

RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Release") is made as of May 24, 2011 (the "Effective Date") by Bank of America, N.A., as collateral agent (in such capacity, the "Agent") for the benefit of Asurion, LLC (the "Borrower"), and Warranty Corporation of America the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain First Lien Guarantee and Collateral Agreement, dated as of July 3, 2007, between the Grantors and the Agent and the First Lien Trademark Security Agreement between the Borrower and the Agent dated as of July 3, 2007 (the "Security Agreement"), the Grantor pledged, assigned and granted to the Agent a continuing security interest in all of its right, title and interest in and to certain collateral including, without limitation, the trademark registrations and applications set forth on Schedule I hereto along with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on July 9, 2007, at Reel 003576 and Frame 0401;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to their respective Grantors.

The Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent,

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

[Signature Page to Release of First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004549 FRAME: 0725

SCHEDULE I
to
RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARKS AND TRADEMARKS APPLICATIONS

U.S. Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Warranty Corporation of America	USA	PHONEGUARD	2,916,566	1/4/2005

Trademark Applications

None.