

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Electronics Warranty, LLC		11/08/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 North Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3800165	SENIOR CHECKED	
Registration Number:	3796372	SENIORCHECKED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)636-5454		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	989605-005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/jep/		

CH \$65.00 3800165

**900207697**

**TRADEMARK  
 REEL: 004665 FRAME: 0101**

Date:

11/22/2011

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated November 8, 2011 is made by the Person listed on the signature page hereof (the "Grantor") in favor of Bank of America, N.A. ("Bank of America"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, N.E.W. Holdings I, LLC, a Delaware limited liability company ("Company"), and certain Subsidiaries of Company party thereto, as Guarantors, have entered into a Secured Credit and Guaranty Agreement dated as of March 23, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank of America, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Hedge Agreements by the hedge banks (and including any treasury management agreements) from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement dated March 23, 2010 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated March 23, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other 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.** Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Additional Collateral"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States 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 applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) all 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; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, Hedging Obligations of the Company) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with

respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**NATIONAL ELECTRONICS WARRANTY, LLC**

By: 

Name: David N. Bosserman

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

Address for Notices:

N.E.W. Holdings I, LLC  
22660 Executive Drive  
Sterling, Virginia 20166  
Attention: David N. Bosserman  
Telephone: (703) 810-8897  
Telecopier: (703) 810-8194

with copies to:

NEWAsurion Corporation  
648 Grassmere Park, Suite 300  
Nashville, Tennessee 37211  
Attention: Lisa Toporek  
Fax No.: (615) 469-3268  
E-mail: [lisa.toporek@asurion.com](mailto:lisa.toporek@asurion.com)

Madison Dearborn Partners L.L.C.  
Three First National Plaza, Suite 3800  
Chicago, Illinois 60602  
Attention: Douglas C. Grissom  
Fax No.: (312) 895-1216  
E-mail: [dgrissom@mdcp.com](mailto:dgrissom@mdcp.com)

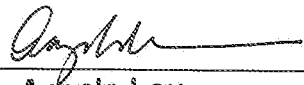
Providence Equity Partners, Inc.  
50 Kennedy Plaza  
Providence, Rhode Island 02903  
Attention: Peter O. Wilde  
Fax No.: (401) 751-9340  
Email: [p.wilde@provequity.com](mailto:p.wilde@provequity.com)

Welsh, Carson, Anderson & Stowe  
320 Park Avenue, Suite 2500  
New York, New York 10022  
Attention: Brian Regan  
Fax No.: (212) 893-9583  
E-mail: [bregan@welshcarson.com](mailto:bregan@welshcarson.com)

Berkshire Partners LLC  
One Boston Place, Suite 3300  
Boston, Massachusetts 02108  
Attention: General Counsel  
Fax No.: (617) 227-6105

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Andrew Yoon  
Fax No.: (212) 310-8007  
Email: [andrew.yoon@weil.com](mailto:andrew.yoon@weil.com)

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

By:   
Name: **Angela Lau**  
Title: **Vice President**

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT]

**TRADEMARK**  
**REEL: 004665 FRAME: 0108**




SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Mark	Owner	App./Reg. No.	Class(es)	Date Filed/ Registered
Senior Checked (& design) 	National Electronics Warranty, LLC	3,800,165	200	06/09/2008
SENIORCHECKED (word only)	National Electronics Warranty, LLC	3,796,372	200	06/09/2008

**SCHEDULE C**

**COPYRIGHTS**

None.