

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

National Electronics Warranty, LLC
22660 Executive Drive, Suite 122
Sterling, VA 20166

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC, Delaware

Citizenship (see guidelines) USA - DE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, N.A., as Collateral Agent

Internal

Address: _____

Street Address: 101 N. Tryon St. Mail Code NC1-001-04-39

City: Charlotte

State: NC

Country: USA Zip: 28255

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other N.A. Citizenship USA-NC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 03/16/2012

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Trademark Security Agmt

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I & Schedule II

B. Trademark Registration No.(s)

See Schedule I & Schedule II

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-516-6304

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

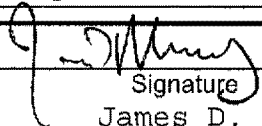
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

James D. Murray

03/16/2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

Addendum to Cover Page of Trademark Security Cover Page



1. Name of conveying party(ies)



Warranty Company of America, LLC, a Georgia LLC
22894 Pacific Boulevard
Sterling, VA 20166

ServiceBench, LLC, a Delaware LLC
22894 Pacific Boulevard
Sterling, VA 20166

Schedule I

Trademark Registrations

Grantor	Description	Registration Number	Registration Date	Country
National Electronics Warranty, LLC	APPLIANCE PROTECTION PLUS	2,202,043	11/03/98	USA
National Electronics Warranty, LLC	ECONEW	3,768,748	03/30/10	USA
National Electronics Warranty, LLC	ECONEW (Design) 	3,768,749	03/30/10	USA
National Electronics Warranty, LLC	ECONEW DIRECT	3,782,175	04/27/10	USA
National Electronics Warranty, LLC	"FIX IT FAST" GUARANTEE	3,925,179	03/01/11	USA
National Electronics Warranty	KEEP IT NEW!	2,006,401	10/08/96	USA
National Electronics Warranty, LLC	NEW (Design) 	2,411,864	12/12/00	USA
National Electronics Warranty, LLC	NEW (Design) 	2,368,059	07/18/00	USA
National Electronics Warranty, LLC	NEW SMARTPROCUREMENT	3,774,422	04/13/10	USA
National Electronics Warranty, LLC	POWERED BY ECONEW (Design) 	3,768,750	03/30/10	USA
National Electronics Warranty, LLC	PRESERVE THE MOMENT, PROTECT YOUR FINE JEWELRY AND WATCH	3,408,694	04/08/08	USA
National Electronics Warranty, LLC	PRICE PLUS	1,747,399	01/19/93	USA

National Electronics Warranty, LLC	PRODUCT ASSIST	2,804,003	01/13/04	USA
National Electronics Warranty, LLC	QUICK ASSIST	2,614,755	09/03/02	USA
National Electronics Warranty, LLC	QUICK ASSIST	2,718,555	05/27/03	USA
National Electronics Warranty, LLC	REPAIR.COM	3836315	08/17/10	USA
National Electronics Warranty, LLC	REPAIRNOW.COM	4049523	11/01/11	USA
National Electronics Warranty, LLC	RETURN ASSIST	2,622,450	09/17/02	USA
National Electronics Warranty, LLC	SATISFACTION PLUS	1,737,026	12/01/92	USA
National Electronics Warranty, LLC	SENIORCHECKED	3796372	06/01/10	USA
National Electronics Warranty, LLC	SENIORCHECKED (Design)	3800165	06/08/10	USA
National Electronics Warranty, LLC	SERVICE VALET	4016631	08/23/11	USA
ServiceBench, LLC	SERVICEBENCH	3,816,726	07/13/2010	USA
ServiceBench, LLC	SERVICEBENCH (& Design) (as amended) 	2,901,988	11/09/04	USA
ServiceBench, LLC	SERVICEBENCH (& Design) (as amended) 	3,816,731	07/13/10	USA
ServiceBench, LLC	SERVICEBENCH MOBILE	3962900	05/17/11	USA
Warranty Company of America, LLC	DIGITAL LIFELINE	2759722	09/02/03	USA

Warranty Company of America, LLC	MOBILE LIFELINE	3117553	07/18/06	USA
Warranty Company of America, LLC	PHONEGUARD	2916566	01/04/05	USA
Warranty Company of America, LLC	PHONEGUARD	2916565	01/04/05	USA
Warranty Company of America, LLC	TECH ON DEMAND	3287227	08/28/07	USA
Warranty Company of America, LLC	WACA (design)	2412264	12/12/00	USA

Schedule II

Trademark Applications

Grantor	Description	Application	Application Date	Country
National Electronics Warranty, LLC	CANOPY	85/324,892	05/19/11	USA
National Electronics Warranty, LLC	"FIX IT FAST" GUARANTEE	85/071,957	06/25/10	USA
National Electronics Warranty, LLC	PROTECTED!	85/256,538	03/03/11	USA

**SUPPLEMENT NO. 1 TO THE
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

SUPPLEMENT NO. 1 TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2012 (this "Agreement"), among NATIONAL ELECTRONICS WARRANTY, LLC, a Delaware limited liability company, SERVICEBENCH, LLC, a Delaware limited liability company, and WARRANTY COMPANY OF AMERICA, LLC, a Georgia limited liability company (each, "Grantor"), and 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 Second Lien 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.

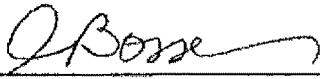
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature 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.

NATIONAL ELECTRONICS
WARRANTY, LLC
WARRANTY COMPANY OF AMERICA,
LLC

By: 
Name: David N. Bosserman
Title: Treasurer

SERVICEBENCH, LLC

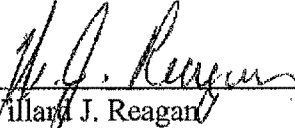
By: _____
Name: Willard J. Reagan
Title: Treasurer

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

NATIONAL ELECTRONICS
WARRANTY, LLC
WARRANTY COMPANY OF AMERICA,
LLC

By: _____
Name: David N. Bosserman
Title: Treasurer

SERVICEBENCH, LLC

By:  _____
Name: Willard J. Reagan
Title: Treasurer

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

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

[SIGNATURE PAGE TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT]