

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
AUL, L.L.C.		03/30/2012	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	MEDLEY OPPORTUNITY FUND II LP
Street Address:	375 Park Avenue
Internal Address:	Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85476983	1 MILLION CONTRACTS AUL ADMINISTRATORS SERVICE CONTRACTS. IT'S WHAT WE DO.
Registration Number:	3743365	ANY MAKE ANY MODEL
Registration Number:	3041309	ANY YEAR ANY MILEAGE
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE
Registration Number:	1903002	AUL
Registration Number:	2499529	AUL ADMINISTRATORS
Registration Number:	4097163	AUL LIFETIME WARRANTY
Serial Number:	85376788	AUL LIFETIME WARRANTY
Registration Number:	3402628	FACTORY SIDEKICK
Registration Number:	3149985	IT'S WHAT WE DO
Registration Number:	2792824	MONTICELLO ADJUSTING
Registration Number:	3314633	PEARL

OP \$440.00 85476983

Serial Number:	85132714	YOUR WINGS
Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	2531851	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.
Registration Number:	3410836	POWERTRAIN SELECT

CORRESPONDENCE DATA

Fax Number: (412)281-0717
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 412-454-5000
Email: burtnerj@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: 500 Grant Street
Address Line 2: Suite 5000
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2507

ATTORNEY DOCKET NUMBER:	138543.6
NAME OF SUBMITTER:	Jody L. Burtner
Signature:	/Jody L. Burtner/
Date:	03/30/2012

Total Attachments: 8
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MARCH 30, 2012 AS THE SAME MAY BE AMENDED, SUPPLEMENTED, MODIFIED OR REPLACED FROM TIME TO TIME (THE "INTERCREDITOR AGREEMENT") BY AND AMONG ING CAPITAL LLC, AS FIRST LIEN ADMINISTRATIVE AGENT, MEDLEY OPPORTUNITY FUND II LP, AS SECOND LIEN ADMINISTRATIVE AGENT, ING CAPITAL LLC, AS CONTROL AGENT, AND THE GRANTORS (AS DEFINED THEREIN) FROM TIME TO TIME A PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of March 30, 2012, by AUL, L.L.C., a Nevada limited liability company, located at 1250 Main Street, Suite 300, Napa, California 94559, (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of MEDLEY OPPORTUNITY FUND II LP, a Delaware limited partnership, located at 375 Park Avenue, Suite 3304, New York, NY 10152, as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among A.U.L. Corp. (the "*Borrower*"), the Lenders party thereto, and Medley Opportunity Fund II LP, as Administrative Agent for the benefit of the Lenders, the Lenders have severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Second Lien Pledge and Security Agreement dated as of March 30, 2012 in favor of Medley Opportunity Fund II LP, as Collateral Agent (the "*Pledge and Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all of the following personal property of such Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "**Trademark Collateral**"): (A) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) the goodwill of the business connected with the use of or symbolized thereby, (iv) all rights corresponding thereto throughout the world, (v) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, (vi) all claims, damages, and proceeds of suit arising therefrom, and (vii) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof and (B) all Trademark Licenses to which such Grantor is a party, and, to the extent not otherwise included in the foregoing, all Proceeds, accession, rents and profits of or in respect of any of the foregoing. Notwithstanding the foregoing, the term "Trademark Collateral" shall not include, and no security interest or lien shall be deemed granted in, (X) any intent-to-use trademark or service mark application if granting such security interest or the exercise of any Secured Party's remedies herein would invalidate, void, cancel, or abandon such application or registration resulting from such application unless and until acceptable evidence of use has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such application will be deemed automatically included in the Trademark Collateral, or (Y) any Trademark License to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, voiding, cancellation or unenforceability of any right, title or interest of any Grantor therein, (ii) violation of a valid and enforceable restriction in respect of such Trademark License (1) contained in such Trademark License or (2) under any law, regulation, permit, order, or decree of any Governmental Authority, unless and until all required material consents shall have been obtained, or (iii) in a breach or termination pursuant to the terms of, or a default under, any such Trademark License (in the case of clauses (i) through (iii) above, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination, as the case may be, shall be remedied and

to the extent severable, shall attach immediately to any portion of such Trademark License that does not result in any of the consequences specified in (i), (ii) or (iii) above.

Section 3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

Section 4. Term.

This Trademark Security Agreement shall terminate upon the termination of the Pledge and Security Agreement.

Section 5. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

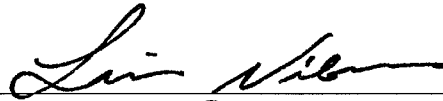
Section 6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Page Follows]

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

AUL, L.L.C.,
as Grantor

By: 
Name: Luis Nieves
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

MEDLEY OPPORTUNITY FUND II LP,
as Collateral Agent

By: _____
Name: Richard Allorto
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, each 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.

AUL, L.L.C.,
as Grantor

By: _____
Name: Luis Nieves
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

MEDLEY OPPORTUNITY FUND II LP,
as Collateral Agent

By: 
Name: Richard Allorto
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGEMENT OF GRANTOR

STATE OF CALIFORNIA)
)
COUNTY OF Napa)

SS.

On March 29, 2012, before me, Jacqueline Swank, (here insert name and title of the officer), personally appeared Luis A. Mirevas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

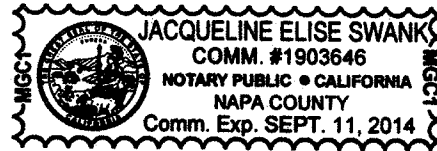
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

J Swank

(Signature)



**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED AND APPLIED-FOR TRADEMARKS:

Debtor/ Grantor	Trademarks	Jurisdiction	Registration/ Filing Date	Status	Registration No.
AUL, L.L.C.	MILLION CONTRACTS	U.S.	11/08/2011	Pending	Serial No. 85476983
AUL, L.L.C.	ANY MAKE ANY MODEL	U.S.	07/20/2005	Registered	3743365
AUL, L.L.C.	ANY YEAR ANY MILEAGE	U.S.	11/18/2004	Registered	3041309
AUL, L.L.C.	ANY YEAR AND ANY MILEAGE	U.S.	07/04/1995	Registered	1902997
AUL, L.L.C.	AUL	U.S.	07/04/1995	Registered	1903002
AUL, L.L.C.	AUL ADMINISTRATORS & Design	U.S.	10/23/2001	Registered	2499529
AUL, L.L.C.	AUL LIFETIME WARRANTY	U.S.	02/07/2012	Registered	4097163
AUL, L.L.C.	AUL LIFETIME WARRANTY & Design	U.S.	07/20/2011	Pending	Series No. 85376788
AUL, L.L.C.	FACTORY SIDEKICK	U.S.	03/25/2008	Registered	3402628
AUL, L.L.C.	IT'S WHAT WE DO	U.S.	09/26/2006	Registered	3149985
AUL, L.L.C.	MONTICELLO ADJUSTING	U.S.	12/09/2003	Registered	2792824
AUL, L.L.C.	PEARL	U.S.	10/16/2007	Registered	3314633

AUL, L.L.C.	YOUR WINGS & design	U.S.	09/17/2010	Pending	Serial No. 85132714
AUL, L.L.C.	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	U.S.	07/17/2001	Registered	2468961
AUL, L.L.C.	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	U.S.	09/26/2000	Registered	2389758
AUL, L.L.C.	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS	U.S.	01/22/2002	Registered	2531851
AUL, L.L.C.	POWERTRAIN SELECT	U.S.	04/08/2008	Registered	3410836