

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ING Capital LLC		03/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AUL, L.L.C.
<b>Street Address:</b>	1000 Main St.
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	Napa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94559
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA

<b>PROPERTY NUMBERS Total: 13</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	3149985	IT'S WHAT WE DO
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE
Registration Number:	3041309	ANY YEAR ANY MILEAGE
Registration Number:	1903002	AUL
Registration Number:	2499529	AUL ADMINISTRATORS
Registration Number:	2792824	MONTICELLO ADJUSTING
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA
Registration Number:	2531851	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.
Serial Number:	78674618	ANY MAKE ANY MODEL
Serial Number:	78881685	FACTORY COMPANION

CH \$340.00 3149985

Serial Number:	78881694	POWERTRAIN SELECT
Serial Number:	78896066	PEARL

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-735-3000  
 Email: robert.wise@skadden.com  
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
 Address Line 1: 4 Times Square  
 Address Line 2: Attn: John Deming  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	290710/44
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	04/03/2012

**Total Attachments: 5**  
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of March 30, 2012 (the “**Effective Date**”), is made by ING CAPITAL LLC, a Delaware limited liability company with offices located at 1325 Avenue of the Americas, New York, New York 10019, as agent for the Secured Parties (the “**Assignor**”), in favor of AUL, L.L.C., a Nevada limited liability company with offices located at 1000 Main St, 2<sup>nd</sup> Floor, Napa, California 94559 (the “**Assignee**”).

**W I T N E S S E T H:**

**WHEREAS**, the Assignee and the Assignor are parties to (i) that certain Pledge and Security Agreement, dated as of September 29, 2006 (the “**Security Agreement**”) and (ii) that certain Trademark Security Agreement, dated as of September 29, 2006 (the “**Trademark Security Agreement**”);

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor for the benefit of the Secured Parties a security interest and continuing lien on all of the Assignee’s right, title and interest in, to and under all of its (A) 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, (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) Trademark Licenses to which the Assignee is a party, in each case whether now known or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), 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” did not include, and no security interest or lien was 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 would have invalidated, voided, canceled, or abandoned such application unless and until acceptable evidence of use was 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 was deemed automatically included in the Trademark Collateral, or (Y) any Trademark License to which the Assignee is a party or any of its rights or interests thereunder if the grant of such security interest constituted or resulted in (i) the abandonment, invalidation, voiding, cancellation or unenforceability of any right, title or interest of the Assignee therein, (ii) violation of a valid and enforceable restriction in respect of such Trademark License (1) in favor of a third party 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 (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 attached immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination, as the case may be, was remedied and to the extent severable, attached

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

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 19, 2006 at Reel 3412, Frame 0305; and

**WHEREAS**, the Assignee desires that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

**NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its security interest and continuing lien on all of the Assignee's right, title and interest in, to and under the Trademark Collateral, including the trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

**SECTION 3. Recordation.** The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

**SECTION 4. Further Assurances.** The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or its agents or designees) reasonably requests, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in the Trademark Collateral.

**SECTION 5. Governing Law.** THIS RELEASE 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).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officers as of the date set forth above.

ING CAPITAL LLC, as Assignor

By: R. D. Miners.  
Name: Robert D. Miners  
Title: Director

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 004750 FRAME: 0940**

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations and Applications:**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER (APP. NO.)</b>	<b>REGISTRATION DATE (APP. DATE)</b>	<b>OWNER</b>	<b>STATUS</b>
ANY MAKE ANY MODEL	(78-674,618)	(7/20/2005)	Associates Underwriting Limited L.L.C.	Pending Intent-to-use
FACTORY COMPANION	(78-881,685)	(5/11/2006)	Associates Underwriting Limited L.L.C.	Pending Intent-to-use
IT'S WHAT WE DO	3,149,985 (78-629,136)	9/26/2006 (5/12/2005)	AUL, L.L.C. (Nevada LLC)	Registered
POWERTRAIN SELECT	(78-881,694)	(5/11/2006)	Associates Underwriting Limited L.L.C.	Pending Intent-to-use
PEARL	(78-896,066)	(5/30/2006)	AUL, L.L.C. (Nevada LLC)	Pending Intent-to-use
ANY YEAR AND ANY MILEAGE	1902997	July 4, 1995	Associates Underwriting Limited L.L.C.	Registered
ANY YEAR ANY MILEAGE	3041309	January 10, 2006	AUL Corp.	Registered
AUL	1903002	July 4, 1995	Associates Underwriting Limited L.L.C.	Registered
AUL ADMINISTRATORS & Design	2499529	October 23, 2001	Associates Underwriting Limited L.L.C.	Registered
MONTICELLO ADJUSTING	2792824	December 9, 2003	Associates Underwriting Limited L.L.C.	Registered
THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	2389758	September 26, 2000	Associates Underwriting Limited L.L.C.	Registered

TRADEMARK	REGISTRATION NUMBER (APP. NO.)	REGISTRATION DATE (APP. DATE)	OWNER	STATUS
THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA & Design	2468961	July 17, 2001	Associates Underwriting Limited L.L.C	Registered
WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS.	2531851	January 22, 2002	Associates Underwriting Limited L.L.C	Registered