

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																																												
CONVEYING PARTY DATA																																													
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OP \$240.00 1599868

Registration Number:	3660600	EASY CARE
Registration Number:	3660601	EASY CARE
Registration Number:	1508560	EASY CARE
Registration Number:	2125471	EASY CARE CERTIFIED PRE-OWNED VEHICLES
Registration Number:	2123625	SOMETHING YOU CAN COUNT ON ... AND MORE!
Registration Number:	1645484	TOTAL CARE
Serial Number:	85541372	COVIDEO

CORRESPONDENCE DATA

Fax Number: 4048173244

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (404) 815-3000

Email: asonenshine@burr.com

Correspondent Name: Adam Sonenshine

Address Line 1: 171 17th Street, NW, Suite 1100

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Adam Sonenshine
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Signature:	/asonenshine/
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Date:	03/15/2013
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Total Attachments: 8

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Second Amended and Restated Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated February 20, 2013, is made by Automobile Protection Corporation-APCO, a Georgia corporation, GWC ServiceCo Inc., a Delaware corporation, APCO Intermediate Holdings, LLC, a Delaware limited liability company, GWC HoldCo Inc., a Delaware corporation, National Automotive Distribution Network, Inc., a Pennsylvania corporation, The Aegis Group, Inc., a Georgia corporation, The Aegis Service Contract Liability Purchasing Group, Inc., a Georgia non-profit corporation, Warranty Support Services, LLC, a Delaware limited liability company, APCO Louisiana-VMBI, LLC, a Delaware limited liability company, and APCO Services, LLC, a Delaware limited liability company (individually and collectively, as the context may require, "**Grantor**"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the "**Agent**") for the Lenders (as each term is defined in the Credit Agreement referred to below).

WHEREAS, certain Grantors previously entered into that certain Amended and Restated Trademark Security Agreement dated as of June 4, 2012 in favor of Lender (the "**Prior Agreement**").

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among the Loan Parties thereto, the Agent and the Lenders (as defined in the Credit Agreement) party thereto from time to time.

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor has executed and delivered that certain Second Amended and Restated Pledge and Security Agreement dated of even date herewith made by the Grantor and certain of its affiliates in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders and other holders of Secured Obligations, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Agent agree that the Prior Agreement is hereby amended and restated in its entirety as follows:

Section 1. *Grant of Security.* The Grantor hereby ratifies and reaffirms the grants under the Prior Agreement and further grants to the Agent for the ratable benefit of the Lenders and all other holders of Secured Obligations a continuing security interest to secure the Secured Obligations in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. 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 application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all proceeds of 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, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; provided, however, Trademark Collateral shall not include Excluded Collateral (as defined in the Security Agreement).

Section 2. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

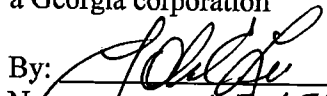
Section 4. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. To the extent this Trademark Security Agreement is inconsistent with the terms or conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

Section 5. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

[Signatures Contained on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

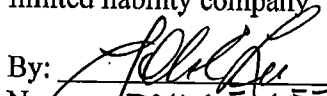
AUTOMOBILE PROTECTION CORPORATION-APCO,
a Georgia corporation

By: 
Name: JOHN E. LEE
Title: PRESIDENT

GWC SERVICECO INC., a Delaware corporation

By: _____
Name: _____
Title: _____

APCO INTERMEDIATE HOLDINGS, LLC, a Delaware
limited liability company

By: 
Name: JOHN E. LEE
Title: PRESIDENT

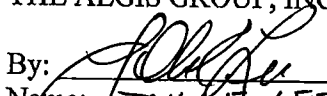
GWC HOLDCO INC., a Delaware corporation

By: _____
Name: _____
Title: _____

NATIONAL AUTOMOTIVE DISTRIBUTION
NETWORK, INC., a Pennsylvania corporation

By: _____
Name: _____
Title: _____

THE AEGIS GROUP, INC., a Georgia corporation

By: 
Name: JOHN E. LEE
Title: PRESIDENT

[signatures continued on the next page]

[SIGNATURE PAGE TO 2ND A&R TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004982 FRAME: 0528

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AUTOMOBILE PROTECTION CORPORATION-APCO,
a Georgia corporation

By: _____
Name:
Title:

GWC SERVICECO INC., a Delaware corporation

By: Paul Dracbit
Name: Paul Dracbit
Title: Sec/CEO

APCO INTERMEDIATE HOLDINGS, LLC, a Delaware
limited liability company

By: _____
Name:
Title:

GWC HOLDCO INC., a Delaware corporation

By: Paul Dracbit
Name: Paul Dracbit
Title: Sec/CEO

NATIONAL AUTOMOTIVE DISTRIBUTION
NETWORK, INC., a Pennsylvania corporation

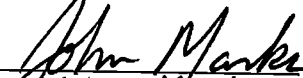
By: Paul Dracbit
Name: Paul Dracbit
Title: Sec/CEO

THE AEGIS GROUP, INC., a Georgia corporation

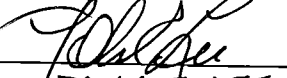
By: _____
Name:
Title:

[signatures continued on the next page]

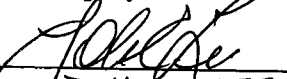
THE AEGIS SERVICE CONTRACT LIABILITY
PURCHASING GROUP, INC., a Georgia non-profit
corporation

By: 
Name: John Marks
Title: CFO

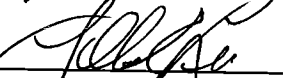
WARRANTY SUPPORT SERVICES, LLC,
a Delaware limited liability company

By: 
Name: JOHN E LEE
Title: PRESIDENT

APCO LOUISIANA-VMBI, LLC, a Delaware limited
liability company

By: 
Name: JOHN E LEE
Title: PRESIDENT

APCO SERVICES, LLC, a Delaware limited liability
company

By: 
Name: JOHN E LEE
Title: PRESIDENT

Acknowledged and Agreed:
JPMORGAN CHASE BANK, N.A.
as administrative agent

By: 

Name: JOHN M. KOPANSKI

Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO 2ND A&R TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE A
to
Trademark Security Agreement
List of Trademark Registrations and Applications

Debtor/ Grantor	Trademarks	Jurisdiction	Registration/ Filing Date	Registration No.	Status
Automobile Protection Corporation- APCO	AEGIS	Georgia	08/07/1989	S -9429	Registered
Automobile Protection Corporation- APCO	AEGIS	United States	06/05/1990	1599868	Registered
Automobile Protection Corporation- APCO	APCO AUTOMOBILE PROTECTION CORP. and Design	United States	07/29/1986	1403422	Registered
Automobile Protection Corporation- APCO	EASY CARE	United States	1/14/2009	3660600	Registered
Automobile Protection Corporation- APCO	EASY CARE and Design	United States	1/14/2009	3660601	Registered
Automobile Protection Corporation- APCO	EASY CARE	Maine	03/21/1988	19880195	Registered
Automobile Protection Corporation- APCO	EASY CARE	Massachusetts	10/13/1987	40565	Registered
Automobile Protection Corporation- APCO	EASY CARE	New Hampshire	09/28/1987		Registered
Automobile Protection Corporation- APCO	EASY CARE	Rhode Island	10/06/1987	87101 (alt. 871001)	Registered
Automobile Protection Corporation- APCO	EASY CARE and Design	United States	10/11/1988	150 85 60	Registered
Automobile Protection Corporation- APCO	EASY CARE CERTIFIED PRE- OWNED VEHICLES (and Design)	United States	12/30/1997	2125471	Registered
Automobile Protection Corporation -APCO	PERFECT PROFIT PROGRAM	Georgia	01/03/1989	1555019	Registered
Automobile Protection Corporation- APCO	SOMETHING YOU CAN COUNT ON... AND MORE!	United States	12/23/1997	2123625	Registered
Automobile Protection Corporation-APCO	TOTAL CARE	Georgia	02/13/1990	S9894	Registered
Automobile Protection Corporation- APCO	TOTAL CARE	United States	05/21/1991	1645484	Registered
Automobile Protection Corporation- APCO	ENTREIENTOTAL	Canada	2/27/2003	TMA576,575	Registered
Automobile Protection Corporation- APCO	ENTRETIENFACILE	Canada	2/27/2003	TMA576,570	Registered
Automobile Protection Corporation- APCO	TOTAL CARE	Canada	5/15/2002	TMA562,085	Registered
Automobile Protection Corporation- APCO	EASY CARE and design	Canada	01/06/1999 05/28/2001	1001216 TMA545681	Registered
Automobile Protection Corporation- APCO	COVIDEO	United States	02/13/2012	85541372	Application

GWC ServiceCo Inc.

None.

APCO Intermediate Holdings, LLC

None.

GWC HoldCo Inc.

None.

National Automotive Distribution Network, Inc.

None.

The Aegis Group, Inc.

None.

Warranty Support Services, LLC

None.

The Aegis Service Contract Liability Purchasing Group, Inc.

None.

APCO Louisiana VMBI, LLC

None.

APCO Services, LLC

None.