

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation		12/21/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Safe-Guard Products International, LLC
Street Address:	Two Concourse Parkway
Internal Address:	Suite 500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3904179	SAFE-GUARD
Serial Number:	85050652	SAFE-GUARD
Serial Number:	85050649	SAFE-GUARD
Serial Number:	85199612	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Serial Number:	85199611	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Serial Number:	85199605	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC

CORRESPONDENCE DATA

Fax Number: 9177777373
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: andrew.patrick@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Greg T. Norman, Esq.

900254802

**TRADEMARK
 REEL: 005024 FRAME: 0740**

CH \$165.00 3904179

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2520

NAME OF SUBMITTER: Greg Norman

Signature: /GN/

Date: 05/09/2013

Total Attachments: 17

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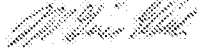
TERMINATION OF TRADEMARK SECURITY AGREEMENT

The undersigned, PROSPECT CAPITAL CORPORATION, in its capacity as agent ("Agent"), for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of Grantor (as defined below) in favor of Agent (for the benefit of the Purchasers secured, in part, by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, hereby terminates, releases and discharges the security interest granted to Agent (for the benefit of the Purchasers) by Safe-Guard Products International, LLC, a Georgia limited liability company ("Grantor"), in all of Grantor's right, title and interest in the Trademark Collateral pursuant to the Trademark Security Agreement dated as of March 18, 2011, and recorded in the United States Patent and Trademark Office on March 21, 2011, at Reel/Frame 004501/0653 (the "Trademark Security Agreement"), including the Trademarks and Trademark Licenses described on Exhibit A attached hereto, and any right, title or interest of Agent in such Trademark Collateral shall hereby cease and become void. Capitalized terms used but not defined herein shall have the respective definitions assigned to such terms in the Trademark Security Agreement.

Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release and discharge of the security interest contemplated hereby, in each case at the expense of Grantor.

IN WITNESS WHEREOF, Agent has caused this Termination of Trademark Security Agreement to be executed by its duly authorized agent as of this ____ day of December, 2012.

PROSPECT CAPITAL CORPORATION, as Agent

By 

Name: M. Grier Eliasek
Title: President

EXHIBIT A

(Trademarks and Trademark Licenses)

[see attached]

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is entered into as of March 18, 2011, by SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a Georgia limited liability company ("**Grantor**"), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as agent ("**Agent**") for the benefit of the Purchasers (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Senior Secured Loan Agreement dated as of the date hereof among SG Acquisition, Inc., a Delaware corporation ("**Borrower**"), Grantor, Safe-Guard Warranty Corporation., a Florida corporation ("**SGWC**", and, together with Grantor and any hereafter created or acquired Subsidiaries of Grantor, the "**Guarantors**", and collectively with the Borrower, the "**Loan Parties**"), Agent and the Purchasers from time to time party thereto (the "**Purchasers**") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) (collectively, the "**Trademark Collateral**"):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and

Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademarks**”);

(b) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor’s Trademarks or another Person’s Trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks or Trademark Licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (in any event within 3 Business Days) notice in writing to Agent with respect to any such new Trademark, any renewal or extension of a Trademark registration or any new Trademark License. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License; provided, that Agent will provide Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **TERMINATION**. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

7. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, 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.

SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a
Georgia limited liability company

By: 

Name: Douglas A. Duncan

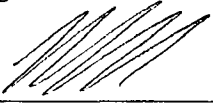
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: 
Name: Grier Eliasek
Title: President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS:

Word Mark SAFE-GUARD
Goods and Services IC 036. US 100 101 102. G & S: Providing vehicle services agreements on vehicles manufactured by others for mechanical breakdown and servicing; prepaid automobile preventative maintenance service plans; administering automobile loan and lease payoff waiver plans; debt cancellation services using proceeds from automobile insurance; providing vehicle services agreements on vehicles manufactured by others for excess wear and tear; providing information to automobile dealerships via a secure website regarding finance and insurance products. FIRST USE: 19970000. FIRST USE IN COMMERCE: 19970000

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85050652
Filing Date May 28, 2010
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition November 2, 2010
Owner (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305
Attorney of Record Joel R. Feldman and Kristen L. Fancher
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Word Mark SAFE-GUARD
Goods and Services IC 035. US 100 101 102. G & S: Administering contracts for the repair of motor vehicle components. FIRST USE: 20020000. FIRST USE IN COMMERCE: 20020000

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85050649
Filing Date May 28, 2010
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition November 2, 2010
Owner (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305
Attorney of Record Joel R. Feldman, and Kristen L. Fancher
Type of Mark SERVICE MARK
Register PRINCIPAL

Live/Dead Indicator LIVE

Word Mark SAFE-GUARD
Goods and Services IC 040. US 100 103 106. G & S: Etching of traceable identification numbers on automobile windows for automobile post-theft identification. FIRST USE: 19920000. FIRST USE IN COMMERCE: 19920000
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Trademark Search Facility Classification Code NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks
Serial Number 85050655
Filing Date May 28, 2010
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition October 26, 2010
Registration Number 3904179
Registration Date January 11, 2011
Owner (REGISTRANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305
Attorney of Record Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

SAFE-GUARD
Products International, LLC



Word Mark SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Goods and Services IC 040. US 100 103 106. G & S: Etching of traceable identification numbers on automobile windows for automobile post-theft identification. FIRST USE: 19940000. FIRST USE IN COMMERCE: 19940000
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.17.25 - Bodies of water (maps); Cities (maps); Counties (maps); Maps or outlines of other geographical areas
26.07.21 - Diamonds that are completely or partially shaded
26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal
Serial Number 85199612
Filing Date December 16, 2010

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TRADEMARK
REEL: 005024 FRAME: 0751

Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305
Attorney of Record Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words SAFE-GUARD PRODUCTS INTERNATIONAL, LLC centered over a horizontal diamond shape with an illustration of a map of the world overlaying horizontal lines within the diamond shape.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

SAFE-GUARD
Products International, LLC



Word Mark SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Goods and Services IC 036. US 100 101 102. G & S: Providing vehicle services agreements on vehicles manufactured by others for mechanical breakdown and servicing; prepaid automobile preventative maintenance service plans; administering automobile loan and lease payoff waiver plans; debt cancellation services using proceeds from automobile insurance; providing vehicle services agreements on vehicles manufactured by others for excess wear and tear; providing information to automobile dealerships via a secure website regarding finance and insurance products. FIRST USE: 19970000. FIRST USE IN COMMERCE: 19970000
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.17.25 - Bodies of water (maps); Cities (maps); Counties (maps); Maps or outlines of other geographical areas
26.07.21 - Diamonds that are completely or partially shaded
26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal
Serial Number 85199611
Filing Date December 16, 2010
Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305
Attorney of Record Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words SAFE-GUARD PRODUCTS INTERNATIONAL, LLC centered over a horizontal diamond shape with an illustration of a map of the world overlaying horizontal lines within the diamond shape.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead LIVE

Indicator

SAFE-GUARD
Products International, LLC



Word Mark SAFE-GUARD PRODUCTS INTERNATIONAL, LLC
Goods and Services IC 035, US 100 101 102. G & S: Administering contracts for the repair of motor vehicle components. FIRST USE: 20020000. FIRST USE IN COMMERCE: 20020000
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.17.25 - Bodies of water (maps); Cities (maps); Counties (maps); Maps or outlines of other geographical areas
26.07.21 - Diamonds that are completely or partially shaded
26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal
Serial Number 85199605
Filing Date December 16, 2010
Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Safe-Guard** Products International, LLC LIMITED LIABILITY COMPANY GEORGIA 3500 Piedmont Road, NE, Suite 400 Atlanta GEORGIA 30305
Attorney of Record Joel R. Feldman, Esq. and Kristen L. Fancher, Esq.
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words SAFE-GUARD PRODUCTS INTERNATIONAL, LLC centered over a horizontal diamond shape with an illustration of a map of the world overlaying horizontal lines within the diamond shape.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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RECORDED: 05/09/2013

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