

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asurion, LLC		03/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
Asurion Protection Services, LLC, a Kansas Limited Liability Company		03/03/2014	LIMITED LIABILITY COMPANY: KANSAS
Asurion Mobile Applications, LLC, a Delaware Limited Liability Company		03/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
Asurion Services, LLC, a Delaware Limited Liability Company		03/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
ServiceBench, LLC, a Delaware Limited Liability Company		03/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
Warranty Company of America, LLC, a Georgia Limited Liability Company		03/03/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tyron Street
Internal Address:	NC1-001-04-39
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	4432592	APP ASSIST
Registration Number:	2698459	ASURION
Registration Number:	4179272	ASURION
Registration Number:	4314110	ASURION

OP \$1640.00 4432592

Registration Number:	4228035	MOBILE CARE PLUS
Registration Number:	4024091	MOBILE RECOVERY
Registration Number:	4058027	MOBILE RECOVERY
Registration Number:	3959596	MOBILEPROTECT
Registration Number:	2937841	ASURION ROADSIDE ASSISTANCE
Registration Number:	3312225	PHONETRACER
Registration Number:	3438039	RECONNECT WITH YOUR WORLD
Registration Number:	1536786	MR. RESCUE
Registration Number:	2911185	OUR PASSION IS YOUR PEACE OF MIND
Registration Number:	3019708	ASURION
Registration Number:	4179270	ASURION
Registration Number:	4314109	ASURION
Registration Number:	2991786	MOBILE GUARD
Registration Number:	2301365	RESCUE LINK
Registration Number:	4079955	RESCUE LINK
Registration Number:	4463454	RESCUE LINK
Registration Number:	3700469	WIRELESS PHONE PROTECTION
Registration Number:	2768809	INNOVATIVE SOLUTIONS FOR CUSTOMER PROTEC
Registration Number:	2854294	LOCKLINE
Registration Number:	2454574	LOCKLINE
Registration Number:	2755509	WATS
Registration Number:	2455740	WITS
Registration Number:	2490908	WITS
Registration Number:	3982807	SMARTCONTACTS
Registration Number:	2989017	CELLBACKUP
Registration Number:	2202043	APPLIANCE PROTECTION PLUS
Registration Number:	4283567	CANOPY
Registration Number:	3768748	ECONEW
Registration Number:	3768749	ECONEW
Registration Number:	3782175	ECONEW DIRECT
Registration Number:	3925179	"FIX IT FAST" GUARANTEE
Registration Number:	2006401	KEEP IT NEW!
Registration Number:	2411864	NEW
Registration Number:	2368059	NEW
Registration Number:	3774422	NEW SMARTPROCUREMENT

TRADEMARK

REEL: 005231 FRAME: 0200

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Registration Number:	3408694	PRESERVE THE MOMENT, PROTECT YOUR FINE J
Registration Number:	1747399	PRICE PLUS
Registration Number:	2804003	PRODUCT ASSIST
Registration Number:	4366836	PROTECT YOUR GOODS
Registration Number:	2614755	QUICK ASSIST
Registration Number:	2718555	QUICK ASSIST
Registration Number:	3836315	REPAIR.COM
Registration Number:	4049523	REPAIRNOW.COM
Registration Number:	2622450	RETURN ASSIST
Registration Number:	1737026	SATISFACTION PLUS
Registration Number:	3796372	SENIORCHECKED
Registration Number:	3800165	SENIOR CHECKED
Registration Number:	4016631	SERVICE VALET
Registration Number:	3816726	SERVICEBENCH
Registration Number:	2901988	SERVICEBENCH
Registration Number:	3816731	SERVICEBENCH
Registration Number:	3962900	SERVICEBENCH MOBILE
Registration Number:	4442763	SB SERVICEBENCH
Registration Number:	2759722	DIGITAL LIFELINE
Registration Number:	3117553	MOBILE LIFELINE
Registration Number:	2916566	PHONEGUARD
Registration Number:	2916565	PHONEGUARD
Registration Number:	3287227	TECH ON DEMAND
Registration Number:	2412264	WACA
Serial Number:	85868723	RESCUE LINK

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Ken Tan

TRADEMARK

REEL: 005231 FRAME: 0201

/Michael Barys TR/

Date:

03/05/2014

Total Attachments: 12

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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):

Asurion, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA - DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 3, 2014

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

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

Street Address: 101 N. Tyron Street
NC1-001-04-39

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) Text

See Schedule II

B. Trademark Registration No.(s)

See Schedule I

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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: _____

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

65

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

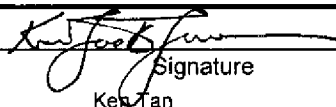
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

03/04/2014

Date

Name of Person Signing

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

12

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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Asurion Protection Services, LLC, a Kansas Limited Liability Company
Citizenship – USA – MO
8880 Ward Parkway
Kansas City, MO 64114

Asurion Mobile Applications, LLC, a Delaware Limited Liability Company
Citizenship – USA – TN
648 Grassmere Park, Suite 300
Nashville, TN 37211

Asurion Services, LLC, a Delaware Limited Liability Company
Citizenship – USA – DE
22894 Pacific Blvd.
Sterling, VA 20166

ServiceBench, LLC, a Delaware Limited Liability Company
Citizenship – USA – DE
648 Grassmere Park, Suite 300
Nashville, TN 37211

Warranty Company of America, LLC, a Georgia Limited Liability Company
Citizenship – USA - GA
22894 Pacific Boulevard
Sterling, VA 20166

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2014 (this "Agreement"), among ASURION, LLC, ASURION PROTECTION SERVICES, LLC, ASURION MOBILE APPLICATIONS, LLC, ASURION SERVICES, LLC, SERVICEBENCH, LLC and WARRANTY COMPANY OF AMERICA, LLC (each a "Grantor") and BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of March 3, 2014 (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 Second Lien Credit Agreement dated as of March 3, 2014 (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.

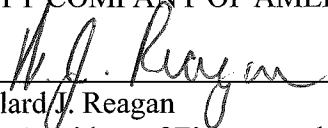
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature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

ASURION, LLC
ASURION PROTECTION SERVICES, LLC
ASURION MOBILE APPLICATIONS, LLC
ASURION SERVICES, LLC
SERVICEBENCH, LLC
WARRANTY COMPANY OF AMERICA, LLC

By: 
Name: Willard J. Reagan
Title: Vice President of Finance and Treasurer


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

By: 
Name: Joseph L. Corah
Title: Director



[SIGNATURE PAGE TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT]


Schedule I






Trademark Registrations

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion, LLC	USA	APP ASSIST	4432592	11/12/2013
Asurion, LLC	USA	ASURION (Word Only)	2698459	03/18/2003
Asurion, LLC	USA	ASURION (Block letters)	4179272	07/24/2012
Asurion, LLC	USA	ASURION (Block letters)	4314110	4/2/2013
Asurion, LLC	USA	MOBILE CARE PLUS (Block letters)	4228035	10/16/2012
Asurion, LLC	USA	MOBILE RECOVERY (Block letters)	4024091	9/6/2011
Asurion, LLC	USA	MOBILE RECOVERY (Block letters)	4058027	11/22/2011
Asurion, LLC	USA	MOBILEPROTECT (Block letters)	3959596	5/10/2011
Asurion, LLC	USA	Asurion Roadside Assistance (Word Only)	2937841	04/05/2005
Asurion, LLC	USA	<p align="center">PHONETRACER</p> <p>PHONETRACER (Block Letters)</p>	3312225	10/16/2007
Asurion, LLC	USA	<p align="center">RECONNECT WITH YOUR WORLD</p> <p>RECONNECT WITH YOUR WORLD (Block Letters)</p>	3438039	5/27/2008
Asurion, LLC	USA	Mr. Rescue (Word Only)	1536786	04/25/1989
Asurion, LLC	USA	<p align="center">OUR PASSION IS YOUR PEACE OF MIND</p> <p>OUR PASSION IS YOUR PEACE OF MIND (Block Letters)</p>	2911185	12/14/2004
Asurion, LLC	USA	 ASURION (Design)	3019708	11/29/2005

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion, LLC	USA	Asurion (design) 	4179270	07/24/2012
Asurion, LLC	USA	Asurion (design) 	4314109	4/2/2013
Asurion, LLC	USA	MOBILE GUARD MOBILE GUARD (Block Letters)	2991786	09/06/2005
Asurion, LLC	USA	RESCUE LINK(Word Only)	2301365	12/21/1999
Asurion, LLC	USA	RESCUE LINK (Block letters)	4079955	01/03/2012
Asurion, LLC	USA	RESCUE LINK (Block letters)	4463454	01/07/2014
Asurion, LLC	USA	WIRELESS PHONE PROTECTION WIRELESS PHONE PROTECTION (Block Letters)	3700469	10/20/2009
Asurion Protection Services, LLC	USA	Innovative Solutions for Customer Protection (Words Only)	2768809	09/30/2003
Asurion Protection Services, LLC	USA	lockline (Word Only)	2854294	06/15/2004
Asurion Protection Services, LLC	USA	LOCKLINE LOCK/LINE (Stylized Letters)	2454574	05/29/2001
Asurion Protection Services, LLC	USA	WATS (Word Only)	2755509	08/26/2003
Asurion Protection Services, LLC	USA	WITS (Word Only)	2455740	05/29/2001
Asurion Protection Services, LLC	USA	WITS (Word Only)	2490908	09/18/2001
Asurion, LLC	USA	SMARTCONTACTS	3982807	06/21/2011


<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion Mobile Applications, LLC (f/k/a Asurion Mobile Applications, Inc.)	USA	CellBackup CELLBACKUP (Block Letters)	2989017	08/30/2005
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	APPLIANCE PROTECTION PLUS	2,202,043	11/03/1998
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	CANOPY	4283567	01/29/2013
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	ECONEW (Block letters)	3,768,748	03/30/2010
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	ECONEW (Design) 	3,768,749	03/30/2010
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	ECONEW DIRECT (Block letters)	3,782,175	04/27/2010
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	"FIX IT FAST" GUARANTEE (Block letters)	3,925,179	03/01/2011
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	KEEP IT NEW!	2,006,401	10/08/1996
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	NEW (Design) 	2,411,864	12/12/2000
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	NEW (Design) 	2,368,059	07/18/2000
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	NEW SMARTPROCUREMENT	3,774,422	04/13/2010

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Warranty, LLC)				
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	POWERED BY ECONEW (Design) 	3,768,750	03/30/2010
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	PRESERVE THE MOMENT, PROTECT YOUR FINE JEWELRY AND WATCH	3,408,694	04/08/2008
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	PRICE PLUS	1,747,399	01/19/1993
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	PRODUCT ASSIST	2,804,003	01/13/2004
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	PROTECT YOUR GOODS (Block letters)	4366836	07/16/2013
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	QUICK ASSIST	2,614,755	09/03/2002
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	QUICK ASSIST	2,718,555	05/27/2003
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	REPAIR.COM	3836315	08/17/2010
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	REPAIRNOW.COM	4049523	11/01/2011
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	RETURN ASSIST	2,622,450	09/17/2002
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	SATISFACTION PLUS	1,737,026	12/01/1992
Asurion Services, LLC	USA	SENIORCHECKED (Block letters)	3796372	06/01/2010

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
(f/k/a National Electronics Warranty, LLC)				
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	SENIORCHECKED (Design) 	3800165	06/08/2010
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	USA	SERVICE VALET	4016631	08/23/2011
ServiceBench, LLC	USA	SERVICEBENCH	3,816,726	07/13/2010
ServiceBench, LLC	USA	SERVICEBENCH (& Design) (as amended) 	2,901,988	11/09/2004
ServiceBench, LLC	USA	SERVICEBENCH (& Design) (as amended) 	3,816,731	07/13/2010
ServiceBench, LLC	USA	SERVICEBENCH MOBILE	3962900	05/17/2011
ServiceBench, LLC	USA	SB ServiceBench (design) 	4442763	12/03/2013
Warranty Company of America, LLC	USA	DIGITAL LIFELINE	2759722	09/02/2003
Warranty Company of America, LLC	USA	MOBILE LIFELINE	3117553	07/18/2006
Warranty Company of America, LLC	USA	PHONEGUARD	2916566	01/04/2005
Warranty Company of America, LLC	USA	PHONEGUARD	2916565	01/04/2005
Warranty Company of America, LLC	USA	TECH ON DEMAND	3287227	08/28/2007
Warranty Company of America, LLC	USA	WACA (design) 	2412264	12/12/2000

Schedule II

Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Asurion, LLC	USA	Rescue Link (design only) 	85868723	03/06/2013