

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300068

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 2 to the First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asurion, LLC, as Grantor		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Asurion Services, LLC, as Grantor		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
ServiceBench, LLC, as Grantor		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon Street Mail Code: NC1-001-04-39		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4432592	APP ASSIST	
<b>Registration Number:</b>	4179272	ASURION	
<b>Registration Number:</b>	4314110	ASURION	
<b>Registration Number:</b>	4228035	MOBILE CARE PLUS	
<b>Registration Number:</b>	4058027	MOBILE RECOVERY	
<b>Registration Number:</b>	4179270	ASURION	
<b>Registration Number:</b>	4314109	ASURION	
<b>Registration Number:</b>	4079955	RESCUE LINK	
<b>Registration Number:</b>	4463454	RESCUE LINK	
<b>Registration Number:</b>	4366836	PROTECT YOUR GOODS	
<b>Registration Number:</b>	4442763	SB SERVICEBENCH	
<b>Serial Number:</b>	85868723	RESCUE LINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via</i>			
<b>TRADEMARK</b>			

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**US Mail.**

**Email:** marina.kelly@thomsonreuters.com  
**Correspondent Name:** Ken Tan, Legal Assistant  
**Address Line 1:** 80 Pine Street  
**Address Line 2:** c/o Cahill Gordon & Reindel LLP  
**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Ken Tan, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters /
<b>DATE SIGNED:</b>	04/02/2014

**Total Attachments: 7**  
source=Supplement First Lien Trademark Agreement#page1.tif  
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**SUPPLEMENT NO. 2 TO THE  
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

SUPPLEMENT NO. 2 TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2014 (this "Agreement"), among ASURION, LLC, a Delaware limited liability company, ASURION SERVICES, LLC, a Delaware limited liability company, and SERVICEBENCH, LLC, a Delaware limited liability company, (each, a "Grantor") and BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Amended and Restated First Lien Guarantee and Collateral Agreement dated as of May 24, 2011 (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 Amended and Restated First Lien Credit Agreement dated as of May 24, 2011 (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 SERVICES, LLC  
SERVICEBENCH, LLC

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

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



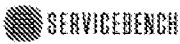
By:   
Name: Joseph L. Corah  
Title: Director

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

TRADEMARK  
REEL: 005249 FRAME: 0940

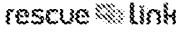
*Schedule I*

Trademark Registrations

Grantor	Description	Registration Number	Registration Date	Country
Asurion, LLC	APP ASSIST	4432592	11/12/2013	USA
Asurion, LLC	ASURION (Block letters)	4179272	07/24/2012	USA
Asurion, LLC	ASURION (Block letters)	4314110	4/2/2013	USA
Asurion, LLC	MOBILE CARE PLUS (Block letters)	4228035	10/16/2012	USA
Asurion, LLC	MOBILE RECOVERY (Block letters)	4058027	11/22/2011	USA
Asurion, LLC	Asurion (design) 	4179270	07/24/2012	USA
Asurion, LLC	Asurion (design) 	4314109	4/2/2013	USA
Asurion, LLC	RESCUE LINK (Block letters)	4079955	01/03/2012	USA
Asurion, LLC	RESCUE LINK (Block letters)	4463454	01/07/2014	USA
Asurion Services, LLC (f/k/a National Electronics Warranty, LLC)	PROTECT YOUR GOODS (Block letters)	4366836	07/16/2013	USA
ServiceBench, LLC	SB ServiceBench (design) 	4442763	12/03/2013	USA

*Schedule II*

Trademark Applications

<b>Grantor</b>	<b>Description</b>	<b>Application</b>	<b>Application Date</b>	<b>Country</b>
Asurion, LLC	Rescue Link (design only) 	85868723	03/06/2013	USA