

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUL, L.L.C.		05/09/2014	LIMITED LIABILITY COMPANY: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	ING Capital LLC
<b>Street Address:</b>	1325 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4185599	1 MILLION CONTRACTS AUL ADMINISTRATORS S
Registration Number:	3743365	ANY MAKE ANY MODEL
Registration Number:	3041309	ANY YEAR ANY MILEAGE
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE
Registration Number:	1903002	AUL
Registration Number:	4300928	AUL
Registration Number:	4300696	AUL
Registration Number:	4288914	
Registration Number:	4288915	
Registration Number:	2499529	AUL ADMINISTRATORS
Registration Number:	4097163	AUL LIFETIME WARRANTY
Registration Number:	4207450	AUL LIFETIME WARRANTY
Registration Number:	3402628	FACTORY SIDEKICK
Serial Number:	86145297	FSBO AUTO WARRANTY
Registration Number:	3149985	IT'S WHAT WE DO
Registration Number:	2792824	MONTICELLO ADJUSTING
Registration Number:	3314633	PEARL
Serial Number:	86192162	SELLERSEdge
Serial Number:	85780817	SENTINEL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85801442	SENTINEL
Serial Number:	85806028	SENTINEL
Registration Number:	4300728	SERVICE CONTRACTS. IT'S WHAT WE DO.
Registration Number:	3834758	THE FOREVER AUL WARRANTY
Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SER
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1
Serial Number:	86210831	TRUSTMARK
Serial Number:	85814705	VERA
Serial Number:	85866509	VERA PAYMENT PLANS
Registration Number:	2531851	WE WROTE THE BOOK ON USED VEHICLE SERVIC
Serial Number:	85132714	YOUR WINGS

**CORRESPONDENCE DATA**

Fax Number: 3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 05/28/2014

**Total Attachments: 6**

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**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of May 9, 2014 (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 1250 Main St, 3<sup>rd</sup> Floor, Napa, California 94559 (the "Assignee").

**WITNESSETH:**

**WHEREAS**, the Assignee and the Assignor are parties to (i) that certain Pledge and Security Agreement, dated as of March 30, 2012 (the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of March 30, 2012 (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 (1) 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 April 3, 2014 at Reel/Frame 4750/0954; 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:

1. Defined Terms

Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

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.

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.

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.

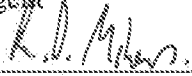
5. Governing Law

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]*

ACCEPTED AND AGREED  
as of the date first above written:

ING CAPITAL LLC,  
as Collateral Agent

By:   
Name: Robert D. Miners  
Title: Director

By:   
Name: Mary Forstner  
Title: Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005287 FRAME: 0484**

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

**Trademark Registrations and Applications:**

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
AUL, L.L.C.	1 MILLION CONTRACTS Logo	11/18/2011	Registered	4185599
AUL, L.L.C.	ANY MAKE ANY MODEL	07/20/2005	Registered	3743365
AUL, L.L.C.	ANY YEAR ANY MILEAGE	11/18/2004	Registered	3041309
AUL, L.L.C.	ANY YEAR AND ANY MILEAGE	05/23/1994	Registered	1902997
AUL, L.L.C.	AUL	05/26/1994	Registered	1903002
AUL, L.L.C.	AUL Stylized with Design (B&W)	07/12/12	Registered	4300928
AUL, L.L.C.	AUL Stylized and Design (color)	06/27/12	Registered	4300696
AUL, L.L.C.	New AUL Design (B&W)	06/27/12	Registered	4288914
AUL, L.L.C.	New AUL Design (color)	06/27/12	Registered	4288915
AUL, L.L.C.	AUL ADMINISTRATORS & Design	09/19/1999	Registered	2499529
AUL, L.L.C.	AUL LIFETIME WARRANTY	03/04/2011	Registered	4097163
AUL, L.L.C.	AUL LIFETIME WARRANTY & Design	07/20/2011	Registered	4207450
AUL, L.L.C.	FACTORY SIDEKICK	01/24/2007	Registered	3402628
AUL, L.L.C.	FSBO AUTO WARRANTY and Design	12/16/13	Pending	Serial No. 86145297
AUL, L.L.C.	IT'S WHAT WE DO	05/12/2005	Registered	3149985
AUL, L.L.C.	MONTICELLO ADJUSTING	07/09/2001	Registered	2792824
AUL, L.L.C.	PEARL	05/30/2006	Registered	3314633
AUL, L.L.C.	SELLERSEGE	02/12/14	Pending	Serial No. 86192162
AUL, L.L.C.	SENTINEL	11/15/12	Pending	Serial No. 85780817
AUL, L.L.C.	SENTYNEL and Design (color)	12/12/12	Pending	Serial No. 85801442

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
AUL, L.L.C.	SENTINEL and Design (B&W)	12/18/12	Pending	Serial No. 85806028
AUL, L.L.C.	SERVICE CONTRACTS. IT'S WHAT WE DO.	06/29/12	Registered	4300728
AUL, L.L.C.	THE FOREVER AUL WARRANTY	01/15/2010	Registered	3834758
AUL, L.L.C.	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA and Design	09/10/1999	Registered	2468961
AUL, L.L.C.	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	09/13/1999	Registered	2389758
AUL, L.L.C.	TRUSTMARK	03/04/14	Pending	Serial No. 86210831
AUL, L.L.C.	VERA	01/03/13	Pending	Serial No. 85814705
AUL, L.L.C.	VERA PAYMENT PLANS and Design (color)	03/14/13	Pending	Serial No. 85866509
AUL, L.L.C.	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS	12/05/2000	Registered	2531851
AUL, L.L.C.	YOUR WINGS & Design	09/17/2010	Pending	Serial No. 85132714