

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asurion, LLC		09/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N Tryon St, Mail Code: NC1-001-04-39		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4646459	ASURION	
Registration Number:	4646458		
Registration Number:	4519279	SECUREGUARD	
Serial Number:	86426611		
CORRESPONDENCE DATA			
Fax Number:			
	<i>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.</i>		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	09/21/2015		
Total Attachments: 7			
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SUPPLEMENT NO. 1 TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2015 (this "Agreement"), among ASURION, LLC, (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, a Delaware limited liability company (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, the 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. The 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.

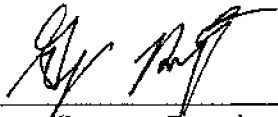
ASURION, LLC

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

[Signature Page to Second Lien Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005626 FRAME: 0746

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

By: 
Name: Gregory Roetting
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005626 FRAME: 0747

Schedule I

Trademark Registrations

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion, LLC	USA	ASURION	4646459	11/25/2014
Asurion, LLC	USA	DESIGN ONLY	4646458	11/25/2014
Asurion, LLC	USA	SECUREGUARD	4519279	04/22/2014
Ausrion, LLC	USA	DESIGN ONLY	Appl. No. 86426611	Filing Date: 10/17/2014

Schedule II

Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Asurion, LLC	USA	DESIGN ONLY	86426611	10/17/2014