

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Suppl. No. 2 to Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asurion, LLC		11/01/2016	Corporation: 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		
<b>Internal Address:</b>	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>	5012984	READY. SET. TECH.	
<b>Registration Number:</b>	4997781	ASURION	
<b>Registration Number:</b>	4886379	SIMPLR	
<b>Registration Number:</b>	4846845	ONE THING EASY	
<b>Registration Number:</b>	4832444	LIFE'S OPERATING SYSTEM	
<b>Registration Number:</b>	4508809	PC GENOME	
<b>Registration Number:</b>	4808722	SOLUTO	
<b>Registration Number:</b>	4808721		
<b>Registration Number:</b>	4799943		
<b>Serial Number:</b>	86841209	BETTER TECH, BETTER LIVING	
<b>Serial Number:</b>	86922623	SOLUTO	
<b>Serial Number:</b>	86855792	SOLUTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	80091442		
<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>			
<b>Phone:</b>	614-280-3568		
<b>Email:</b>	John.Salvage@wolterskluwer.com		

OP \$315.00 5012984

**Correspondent Name:** CT Corporation System  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 11/01/2016

**Total Attachments: 7**

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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 LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) November 1, 2016

- Assignment
- Security Agreement
- Other Suppl. No. 2 to Second Lien 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. Tryon St., Mail Code: NC1-001-04-39

City: Charlotte

State: NC

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 I and II

B. Trademark Registration No.(s)

See Schedule I and II

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: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

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

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

12

**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

November 1, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

**SUPPLEMENT NO. 2 TO THE  
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

SUPPLEMENT NO. 2 TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2016 (this "Agreement"), among ASURION, LLC, a Delaware limited liability company, (the "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"), by and among the Borrower, the Lenders from time to time party thereto, Bank of America, N.A., as administrative agent, the Collateral Agent and the other agents party thereto. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.03(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 the Grantor and wherever located or in which the 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.

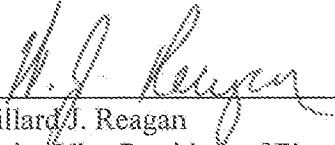
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page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

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

By:  
Name:  
Title:



**Gregory Roetting**  
**Vice President**



10/20/11 10:00 AM  
0000000000000000

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

**TRADEMARK**  
**REEL: 005912 FRAME: 0240**

## Schedule I

### Trademark Registrations

Owner	Country	Trademark	Registration No.	Registration Date
Asurion, LLC	USA	READY. SET. TECH.	5012984	08/02/2016
Asurion, LLC	USA	ASURION	4997781	07/12/2016
Asurion, LLC	USA	SIMPLR	4886379	01/12/2016
Asurion, LLC	USA	ONE THING EASY	4846845	11/03/2015
Asurion, LLC	USA	LIFE'S OPERATING SYSTEM	4832444	10/13/2015
Asurion, LLC	USA	PC GENOME	4508809	04/08/2014
Asurion, LLC	USA	SOLUTO	4808722	09/08/2015
Asurion, LLC	USA	DESIGN ONLY 	4808721	09/08/2015
Asurion, LLC	USA	DESIGN ONLY 	4799943	08/25/2015



**Schedule II**

Trademark Applications

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>
Asurion, LLC	USA	BETTER TECH, BETTER LIVING	86841209	12/07/2015
Asurion, LLC	USA	SOLUTO	86922623	02/29/2016
Asurion, LLC	USA	SOLUTO	86855792	12/21/2015