

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463836

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Warrantech Corporation		02/28/2018	Corporation: NEVADA
Vemeco, Inc.		02/28/2018	Corporation: CONNECTICUT
Builders & Tradesmen's Insurance Services, Inc.		02/28/2018	Corporation: CALIFORNIA
Oryx Insurance Brokerage, Inc.		02/28/2018	Corporation: NEW YORK
PDP Group, Incorporated		02/28/2018	Corporation: MARYLAND
AMT Warranty Solutions, Inc.		02/28/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	One Independence Center, 101 N Tryon St
<b>Internal Address:</b>	MC:NC1-001-05-45
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1843182	WARRANTECH
Registration Number:	2184294	WARRANTECH PROTECTING YOUR FUTURE
Registration Number:	4871820	CAMPERSEGE
Registration Number:	3458607	COVEREDGE WORLDWIDE
Registration Number:	5066183	SAPPHIRE JEWELRY AND WATCH PROTECTION PL
Registration Number:	4284034	SMARTGUARD
Registration Number:	3915875	CUSTOM EDGE POWERED BY W
Serial Number:	87574999	CUSTOMEDGE
Registration Number:	4084806	M2M EXTENDED SERVICE PLAN
Registration Number:	4160231	OWNER EDGE
Registration Number:	4871821	CAMPERSEGE
Registration Number:	5341473	PERFORMANCEGUARD PROTECTION PLAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2916881	VSC ONLINE
Registration Number:	1402490	WARRANTTECH
Registration Number:	3272358	THE XCHANGE CARD
Registration Number:	1884440	PREFERRED SERVICE PLAN
Registration Number:	2535685	REPAIRMASTER
Registration Number:	1419435	W
Registration Number:	2750002	VEMECO
Registration Number:	3506923	CUSTOMERSEEDGE
Registration Number:	3506922	MILEEDGE
Registration Number:	3506921	POWEREDGE
Registration Number:	3228875	VICTORY
Registration Number:	3264996	ONE-SHOT
Registration Number:	3508678	ORYX INSURANCE BROKERAGE INCORPORATED
Registration Number:	4235465	50 STATE TAG AND TITLE
Registration Number:	3052050	PDP TECHNOLOGIES
Registration Number:	4335967	SIMPLY ELT
Registration Number:	4242732	CLASSIC EXPRESS
Registration Number:	3674223	ECOMIND
Registration Number:	4110171	ELITE EXPRESS
Registration Number:	3662190	WARRANTY SOLUTIONS
Registration Number:	3674264	ECOMIND
Registration Number:	5363784	WARRANTY SOLUTIONS

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/01/2018

**Total Attachments: 9**

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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):**

1. Warrantech Corporation

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: 1. NV  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) February 28, 2018

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Administrative Agent

Street Address: One Independence Center, 101 N Tryon St, MC:NC1-001-05-45

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

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: 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:** 34

**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:** Elaine Carrera

Signature

February 28, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

1. Name of conveying party(ies)

2. Vemeco, Inc., a Connecticut Corporation  
Citizenship – USA – Connecticut
3. Builders & Tradesmen's Insurance Services, Inc., a California Corporation  
Citizenship – USA – California
4. Oryx Insurance Brokerage, Inc., a New York Corporation  
Citizenship – USA – New York
5. PDP Group, Incorporated, a Maryland Corporation  
Citizenship – USA – Maryland
6. AMT Warranty Solutions, Inc., a Delaware Corporation  
Citizenship – USA – Delaware

## SECOND LIEN TRADEMARK SECURITY AGREEMENT (SHORT FORM)

**Second Lien Trademark Security Agreement**, dated as of February 28, 2018, by WARRANTECH CORPORATION, a Nevada corporation, VEMECO, INC., a Connecticut corporation, BUILDERS & TRADESMEN'S INSURANCE SERVICES, INC., a California corporation, ORYX INSURANCE BROCKERAGE, INC., a New York corporation, PDP GROUP, INCORPORATED, a Maryland corporation and AMT WARRANTY SOLUTIONS, INC., a Delaware corporation (individually, a "**Grantor**", and, collectively, the "**Grantors**"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (in such capacity, the "**Administrative Agent**").

### WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of February 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the

provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**AMT WARRANTY SOLUTIONS, INC.  
ORYX INSURANCE BROKERAGE INC.**

By:   
Name: Joshua Damon  
Title: Treasurer

**AMT WARRANTY CORP.  
VEMECO, INC.  
WARRANTECH CORPORATION**

By:   
Name: Joshua Damon  
Title: Chief Financial Officer

**BUILDERS & TRADESMEN'S INSURANCE  
SERVICES, INC.  
PDP GROUP, INCORPORATED**

By: \_\_\_\_\_  
Name: Steve Knapp  
Title: Treasurer



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

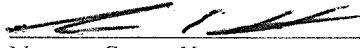
**AMT WARRANTY SOLUTIONS, INC.  
ORYX INSURANCE BROKERAGE INC.**

By: \_\_\_\_\_  
Name: Joshua Damon  
Title: Treasurer

**AMT WARRANTY CORP.  
VEMECO, INC.  
WARRANTECH CORPORATION**

By: \_\_\_\_\_  
Name: Joshua Damon  
Title: Chief Financial Officer

**BUILDERS & TRADESMEN'S INSURANCE  
SERVICES, INC.  
PDP GROUP, INCORPORATED**

By:  \_\_\_\_\_  
Name: Steve Knapp  
Title: Treasurer

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

By:

Name:

  
**Harry Pennell**







Title:

**Vice President**

[Tecmo Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006281 FRAME: 0608**

**Schedule I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

<b>Current Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Regn. No.</b>
Warrantech Corporation	WARRANTECH	74,402,004	1,843,182
Warrantech Corporation		74,500,396	2,184,294
Warrantech Corporation	CAMPERSEGE	86,439,898	4,871,820
Warrantech Corporation	COVEREDGE WORLDWIDE	76,674,709	3,458,607
Warrantech Corporation	SAPPHIRE JEWELRY AND WATCH PROTECTION PLAN	86,899,083	5,066,183
Warrantech Corporation	SMARTGUARD	85,587,368	4,284,034
Warrantech Corporation		77,911,850	3,915,875
Warrantech Corporation	CUSTOMEDGE	87,574,999	N/A
Warrantech Corporation		85,147,196	4,084,806
Warrantech Corporation		85,364,152	4,160,231
Warrantech Corporation		86,439,949	4,871,821
Warrantech Corporation	PERFORMANCEGUARD PROTECTION PLAN	86,934,728	5,341,473
Warrantech Corporation		76,391,544	2,916,881
Warrantech Corporation	WARRANTECH	73,571,567	1,402,490
Warrantech Corporation	THE XCHANGE CARD	78,950,345	3,272,358
Warrantech Corporation	PREFERRED SERVICE PLAN (Supplemental Register)	74,409,159	1,884,440
Warrantech Corporation	REPAIRMASTER	76,002,531	2,535,685

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006281 FRAME: 0609**

Current Owner	Trademark	Serial No.	Regn. No.
Warrantech Corporation	W	73,571,568	1,419,435
Vemeco, Inc.	VEMECO	76,456,363	2,750,002
Warrantech Corporation	CUSTOMERSEEDGE	76,686,385	3,506,923
Warrantech Corporation	MILEEDGE	76,686,384	3,506,922
Warrantech Corporation	POWEREDGE	76,686,378	3,506,921
Builders & Tradesmen's Insurance Services, Inc.	VICTORY	78,751,349	3,228,875
Builders & Tradesmen's Insurance Services, Inc.	ONE-SHOT	78,969,417	3,264,996
Oryx Insurance Brokerage, Inc.		78,790,252	3,508,678
PDP Group, Inc.	50 STATE TAG AND TITLE	85,313,295	4,235,465
PDP Group, Inc.	PDP TECHNOLOGIES	76,484,876	3,052,050
PDP Group, Inc.	SIMPLY ELT	85,538,601	4,335,967
AMT Warranty Solutions, Inc.	CLASSIC EXPRESS	85,270,044	4,242,732
AMT Warranty Solutions, Inc.	ECOMIND	77,536,759	3,674,223
AMT Warranty Solutions, Inc.	ELITE EXPRESS	85,269,974	4,110,171
AMT Warranty Solutions, Inc.	WARRANTY SOLUTIONS (Supplemental Register)	77,587,008	3,662,190
AMT Warranty Solutions, Inc.		77,557,542	3,674,264
AMT Warranty Solutions, Inc.	WARRANTY SOLUTIONS (Principal Register)	87,444,921	5,363,784

[Trademark Security Agreement]