# OP \$865.00 1843182

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM557129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/10/2020	Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Warrantech Corporation	
Street Address:	2200 Highway 121, Suite 100	
City:	Bedford	
State/Country:	TEXAS	
Postal Code:	76021	
Entity Type:	Corporation: NEVADA	
Name:	Vemeco, Inc.	
Street Address:	2200 Highway 121, Suite 100	
City:	Bedford	
State/Country:	TEXAS	
Postal Code:	76021	
Entity Type:	Corporation: CONNECTICUT	
Name:	Builders & Tradesmen's Insurance Services, Inc.	
Street Address:	1785 Hancock Street, Suite 130	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92110	
Entity Type:	Corporation: CALIFORNIA	
Name:	Oryx Insurance Brokerage, Inc.	
Street Address:	2 Court Street	
City:	Binghamton	
State/Country:	NEW YORK	
Postal Code:	13901	
Entity Type:	Corporation: NEW YORK	
Name:	PDP Group, Incorporated	
Street Address:	10909 McCormick Road	
City:	Hunt Valley	
State/Country:	MARYLAND	
	TRADEMARK	

TRADEMARK
REEL: 006836 FRAME: 0247

900530742

Postal Code:	21031
Entity Type:	Corporation: MARYLAND
Name:	AMT Warranty Solutions, Inc.
Street Address:	7125 W. Jefferson Avenue, Suite 200
City:	Lakewood
State/Country:	COLORADO
Postal Code:	80235
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	1843182	WARRANTECH
Registration Number:	2184294	WARRANTECH PROTECTING YOUR FUTURE
Registration Number:	4871820	CAMPERSEDGE
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	CAMPERSEDGE
Registration Number:	5341473	PERFORMANCEGUARD PROTECTION PLAN
Registration Number:	2916881	VSC ONLINE
Registration Number:	1402490	WARRANTECH
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	CUSTOMERSEDGE
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

Property Type	Number	Word Mark
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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

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:	01/13/2020

#### **Total Attachments: 7**

source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page1.tif source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page2.tif source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page3.tif source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page4.tif source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page5.tif source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page6.tif source=Amynta - 2L Trademark Release (2.28.18) [Executed]#page7.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Additional names, addresses, or citizenship attached?
Bank of America, N.A.	Name: Warrantech Corporation
[Madicidual(a) [M] Appointing	Street Address: 2200 Highway 121, Suite 100
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	
☐ Partnership ☐ Limited Partnership ☐ Corporation- State:	City: Bedford
Other	State: TX
Citizenship (see guidelines) USA	Country:USA Zip: 76021
Additional names of conveying parties attached? Yes No	Individual(s) Citizenship
Tes And	/ SSCOIATION CITIZENSTIP
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s)January 10, 2020	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship USA-NV
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
Other Release of Security Interest	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and	
A. Trademark Application No.(s) Text	B. Trademark Registration No.(s)
See Schedule I	See Schedule I
THE RESIDENCE OF THE PROPERTY	Additional sheet(s) attached? X 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	6. Total number of applications and
concerning document should be mailed: Name: Elaine Carrera, Senior Paralegal	registrations involved: 34
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
c/o Cabill Gordon & Reindel I I P	Authorized to be charged to deposit account
Street Address: Co Cahill Gordon & Reindel LLP 80 Pine Street	Enclosed
	8. Payment Information:
City: New York	o. Payment information.
State: NY Zip: 10005	
Phone Number: (212) 701-3365	Deposit Account Number
Docket Number:	Authorized User Name
Email Address:ecarrera@cahill.com	
9. Signature: Same (sume) Signature	January 10, 2020 Date
Signature Elaine Carrera	Total number of Total including course
Name of Person Signing	sheet, attachments, and document:

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

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

Vemeco, Inc., a Connecticut Corporation 2200 Highway 121, Suite 100 Bedford, TX 76021 Citizenship – USA – CT

Builders & Tradesmen's Insurance Services, Inc., a California Corporation 1785 Hancock Street, Suite 130 San Diego, CA 92110 Citizenship – USA – CA

Oryx Insurance Brokerage, Inc., a New York Corporation 2 Court Street Binghamton, NY 13901 Citizenship – USA – NY

PDP Group, Incorporated, a Maryland Corporation 10909 McCormick Road Hunt Valley, MD 21031 Citizenship – USA – MD

AMT Warranty Solutions, Inc., a Delaware Corporation 7125 W. Jefferson Avenue, Suite 200 Lakewood, CO 80235 Citizenship – USA – DE

# RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 10, 2020 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties (the "Agent"), in favor of the parties identified as grantors in Schedule I hereto (individually, a "Grantor", and, collectively, the "Grantors"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 28, 2018 by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Administrative Agent for the Secured Parties, a security interest in and to certain collateral, including the Trademark Collateral, (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of February 28, 2018 (the "Trademark Security Agreement"), pursuant to which each Grantor collaterally assigned, pledged and granted to the 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 of such Grantor (excluding any Excluded Assets): (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. (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 1, 2018 at Reel/Frame 6281/0599; and

WHEREAS, the Grantors desire that, and the Agent has agreed to, terminate and release its lien on and security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without representation or warranty of any kind, hereby (a) releases, discharges, terminates and cancels all of its lien on and security interest in and to the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement, (b) terminates and cancels the Trademark Security Agreement, and (c) if and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest in such Trademark Collateral to the applicable Grantor.

The Agent will take all further actions, and provide to each Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Administrative Agent for the Secured Parties

9: \_\_\_\_\_\_

Name: Gavin Shak

Title: Assistant Vice President

Schedule I

Trademarks

## Release of Trademark Security Agreement recorded March 1, 2018 at Reel/Frame 6281/0599

Grantor	Trademark	Serial No.	Regn. No.
Warrantech Corporation	WARRANTECH	74,402,004	1,843,182
Warrantech Corporation	WARRANTETH	74,500,396	2,184,294
Warrantech Corporation	CAMPERSEDGE	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	Custom	77,911,850	3,915,875
Warrantech Corporation	CUSTOMEDGE	87,574,999	N/A
Warrantech Corporation	STYPHONE SECTION PLAN	85,147,196	4,084,806
Warrantech Corporation	Owner Sign	85,364,152	4,160,231
Warrantech Corporation	Campers	86,439,949	4,871,821
Warrantech Corporation	PERFORMANCEGUARD PROTECTION PLAN	86,934,728	5,341,473
Warrantech Corporation	TEDE	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

Grantor	Trademark	Serial No.	Regn. No.
Warrantech Corporation	REPAIRMASTER	76,002,531	2,535,685
Warrantech Corporation	w	73,571,568	1,419,435
Vemeco, Inc.	VEMECO	76,456,363	2,750,002
Warrantech Corporation	CUSTOMERSEDGE	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.	ecomind	77,557,542	3,674,264
AMT Warranty Solutions, Inc	WARRANTY SOLUTIONS (Principal Register)	87,444,921	5,363,784

**RECORDED: 01/13/2020**