

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.U.L. Corp.		01/14/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	1903002	AUL	
Registration Number:	2499529	AUL ADMINISTRATORS	
Registration Number:	4300928	AUL	
Registration Number:	4300696	AUL	
Registration Number:	4895276	AUL ABSOLUTE	
Registration Number:	5006114	AUL ABSOLUTE	
Registration Number:	4918297	AUL ABSOLUTE CERTIFIED	
Registration Number:	4918296	AUL ABSOLUTE LIFETIME	
Registration Number:	4097163	AUL LIFETIME WARRANTY	
Registration Number:	4207450	AUL LIFETIME WARRANTY	
Registration Number:	4185599	1 MILLION CONTRACTS AUL ADMINISTRATORS S	
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE	
Registration Number:	4288914		
Registration Number:	4288915		
Registration Number:	3743365	ANY MAKE ANY MODEL	
Registration Number:	3041309	ANY YEAR ANY MILEAGE	
Registration Number:	3402628	FACTORY SIDEKICK	
Registration Number:	4674094	FSBO AUTO WARRANTY	
Registration Number:	3149985	IT'S WHAT WE DO	

OP \$1040.00 1903002

Property Type	Number	Word Mark
Registration Number:	3314633	PEARL
Registration Number:	4813729	SELLER'S EDGE
Registration Number:	4722549	S SELLER'S EDGE
Registration Number:	4722547	S SELLER'S EDGE
Registration Number:	5032124	SENTINEL
Registration Number:	5032136	SENTINEL
Registration Number:	5032142	SENTINEL
Registration Number:	4300728	SERVICE CONTRACTS. IT'S WHAT WE DO.
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1
Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SER
Registration Number:	5006246	TRUSTMARK
Registration Number:	4783046	TRUSTMARK
Registration Number:	4783125	TRUSTMARK
Registration Number:	2531851	WE WROTE THE BOOK ON USED VEHICLE SERVIC
Serial Number:	86578796	EUGENIUS
Serial Number:	87154492	PRESERVATION DIRECT
Serial Number:	87238064	P D PRESERVATION DIRECT
Serial Number:	86616217	VERA
Serial Number:	86639900	VERA PAYMENT PLANS
Serial Number:	86639896	VERA PAYMENT PLANS
Registration Number:	5321057	SENTINEL WARRANTY
Registration Number:	5570650	ABSOLUTE LIFETIME WARRANTY

CORRESPONDENCE DATA

Fax Number:

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.

Email: marissa.yu@freshfields.com

Correspondent Name: Marissa Yu

Address Line 1: 601 Lexington Avenue

Address Line 2: 31st Floor

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Marissa Yu

SIGNATURE: /mmy/

DATE SIGNED: 01/31/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 14, 2020, by A.U.L. Corp., a Nevada corporation, located at 1250 Main St, 3rd Floor, Napa, California 94559 (the “*Grantor*”), in favor of ING CAPITAL LLC (“*ING*”), a Delaware limited liability company located at 1133 Avenue of the Americas, New York, New York 10036, as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Grantor, the Lenders party thereto, and ING and Ares Capital Management LLC as Joint Lead Arrangers, and ING as Documentation Agent and Administrative Agent for the benefit of the Lenders, the Lenders have severally agreed to maintain loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement dated as of June 5, 2017 and supplemented January 14, 2020 in favor of ING, as Collateral Agent (the “*Pledge and Security Agreement*”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

The Grantor hereby grants (and acknowledges that, pursuant to the Pledge and Security Agreement, it has granted) to the Collateral Agent for the benefit of the Secured Parties a security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under all of the following personal property of the Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “*Trademark Collateral*”): (A) all 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 (as such schedule may be amended or supplemented from time to time), (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) all Trademark Licenses to which the Grantor is a party, 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" shall not include, and no security interest or lien shall be 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 herein would invalidate, void, cancel, or abandon such application or registration resulting from such application unless and until acceptable evidence of use has been 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 will be deemed automatically included in the Trademark Collateral, or (Y) any Trademark License to which the Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, voiding, cancellation or unenforceability of any right, title or interest of the Grantor therein, (ii) violation of a valid and enforceable restriction in respect of such Trademark License (1) contained in such Trademark License 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 (in the case of clauses (i) through (iii) above, 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 if the condition causing such abandonment, invalidation, unenforceability, breach or termination, as the case may be, is capable of remedy, the Grantor shall use commercially reasonable efforts to cause such condition to be remedied and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination, as the case may be, shall be remedied and to the extent severable, shall attach immediately to any portion of such Trademark License that does not result in any of the consequences specified in (i), (ii) or (iii) above.

Section 3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event of any conflict between the

terms of this Trademark Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

Section 4. Term.

This Trademark Security Agreement shall terminate upon the termination of the Pledge and Security Agreement.

Section 5. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT 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).

Section 6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

A.U.L. CORP.,
as Grantor

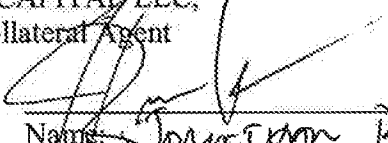
By: 

Name: James R. Atkinson
Title: Chief Executive Officer

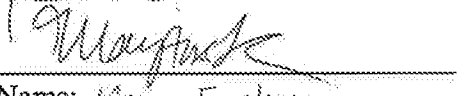
ACCEPTED AND AGREED
as of the date first above written:

ING CAPITAL LLC,
as Collateral Agent

By:


Name: Jonathan Banks
Title: MD

By:


Name: Mary Forstner
Title: Director

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED TRADEMARKS:

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration/Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
A.U.L. Corp.	AUL	7/4/1995	Registered	1903002
A.U.L. Corp.	AUL ADMINISTRATORS & DESIGN	10/23/2001	Registered	2499529
A.U.L. Corp.	AUL STYLIZED WITH DESIGN	03/12/2013	Registered	4300928
A.U.L. Corp.	AUL STYLIZED AND DESIGN	3/12/2013	Registered	4300696
A.U.L. Corp.	AUL ABSOLUTE	2/2/2016	Registered	4895276
A.U.L. Corp.	AUL ABSOLUTE AND DESIGN	7/26/2016	Registered	5006114
A.U.L. Corp.	AUL ABSOLUTE CERTIFIED AND DESIGN	3/15/2016	Registered	4918297
A.U.L. Corp.	AUL ABSOLUTE LIFETIME AND DESIGN	3/15/2016	Registered	4918296
A.U.L. Corp.	AUL LIFETIME WARRANTY	2/7/2012	Registered	4097163
A.U.L. Corp.	AUL LIFETIME WARRANTY AND DESIGN	9/11/2012	Registered	4207450
A.U.L. Corp.	1 MILLION CONTRACTS LOGO	8/7/2012	Registered	4185599
A.U.L. Corp.	ANY YEAR AND ANY MILEAGE	7/4/1995	Registered	1902997
A.U.L. Corp.	AUL LOGO	4/13/17	Registered	4288914
A.U.L. Corp.	AUL LOGO IN COLOR	2/12/2013	Registered	4288915
A.U.L. Corp.	ANY MAKE ANY MODEL	1/26/2010	Registered	3743365
A.U.L. Corp.	ANY YEAR ANY MILEAGE	1/10/2006	Registered	3041309

A.U.L. Corp.	FACTORY SIDEKICK	3/25/2008	Registered	3402628
A.U.L. Corp.	FSBO AUTO WARRANTY AND DESIGN	1/20/2015	Registered	4674094
A.U.L. Corp.	IT'S WHAT WE DO	9/26/2006	Registered	3149985
A.U.L. Corp.	PEARL	10/16/2007	Registered	3314633
A.U.L. Corp.	SELLER'S EDGE	9/15/2015	Registered	4813729
A.U.L. Corp.	SELLER'S EDGE AND DESIGN (B&W)	4/21/2015	Registered	4722549
A.U.L. Corp.	SELLER'S EDGE AND DESIGN (COLOR)	4/21/2015	Registered	4722547
A.U.L. Corp.	SENTINEL	4/30/2016	Registered	5032124
A.U.L. Corp.	SENTINEL AND DESIGN (COLOR)	8/30/2016	Registered	5032136
A.U.L. Corp.	SENTINEL AND DESIGN (B&W)	8/30/2016	Registered	5032142
A.U.L. Corp.	SERVICE CONTRACTS. IT'S WHAT WE DO	03/12/2013	Registered	4300728
A.U.L. Corp.	THE ORIGINAL ANY YEAR AND ANY MILEAGE SERVICE CONTRACT IN AMERICA	9/26/2000	Registered	2389758
A.U.L. Corp.	THE ORIGINAL ANY YEAR AND ANY MILEAGE SERVICE CONTRACT IN AMERICA AND DESIGN	7/17/2001	Registered	2468961
A.U.L. Corp.	TRUSTMARK	7/26/2016	Registered	5006246
A.U.L. Corp.	TRUSTMARK AND DESIGN (B&W)	7/28/2015	Registered	4783046
A.U.L. Corp.	TRUSTMARK AND DESIGN (COLOR)	7/28/2015	Registered	4783125
A.U.L. Corp.	WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS	1/22/2002	Registered	2531851
A.U.L. Corp.	EUGENIUS	3/27/2015	Abandoned	Application No. 86578796
A.U.L. Corp.	PRESERVATION DIRECT	8/29/2016	Abandoned	Application No. 87154492

A.U.L. Corp.	PRESERVATION DIRECT AND DESIGN	11/15/2016	Abandoned	Application No. 87238064
Vera Payment Plans, LLC	VERA	4/30/2015	Abandoned	Application No. 86616217
Vera Payment Plans, LLC	VERA AND DESIGN (COLOR)	5/22/2015	Abandoned	Application No. 86639900
Vera Payment Plans, LLC	VERA AND DESIGN (B&W)	5/22/2015	Abandoned	Application No. 86639896
A.U.L. Corp.	SENTINEL WARRANTY AND DESIGN	11/15/2016	Registered	5321057
A.U.L. Corp.	ABSOLUTE LIFETIME WARRANTY	3/20/2018	Registered	5570650