

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement (Supplement No. 8)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asurion, LLC		09/01/2022	Limited Liability Company: DELAWARE
Repair Center, LLC		09/01/2022	Limited Liability Company: DELAWARE
uBreakiFix Co.		09/01/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6521902	#BEBOLD	
Registration Number:	6464852	ASURION HOME+	
Registration Number:	6472309	ASURION HOME+	
Registration Number:	6041370		
Registration Number:	6357008	DEVICE REFRESH	
Registration Number:	6019028	EDUBUYBACK	
Registration Number:	5426772	REPAIRWATCH	
Registration Number:	6614385	TECH DEFENDERS	
Registration Number:	6033857	TECH DEFENDERS	
Registration Number:	6542119	TECH DEFENDERS	
Registration Number:	6629936	U	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		

OP \$290.00 6521902

Email: Michael.Violet@wolterskluwer.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: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 09/02/2022

Total Attachments: 6

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**SUPPLEMENT NO. 8 TO THE
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

SUPPLEMENT NO. 8 TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2022 (this “Agreement”), among Asurion, LLC, a Delaware limited liability company (“Asurion”), Repair Center, LLC, a Delaware Limited Liability Company (“Repair Center”) and uBreakiFix Co, a Florida corporation and together with Asurion and Repair Center, the “Grantors” and each, 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”), 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, each 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 (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 Grantors hereby acknowledge and affirm 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 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. This Agreement may be in the form of an Electronic Record (as defined in 15 USC §7006, as it may be amended from time to time) and may be executed using Electronic Signatures (as defined in 15 USC §7006, as it may be amended from time to time) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties hereto of a manually signed paper counterpart to this Agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed counterpart to this Agreement converted into another format, for transmission, delivery and/or retention.

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

UBREAKIFIX CO


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

REPAIR CENTER, LLC

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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

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

By: 
Name: Kevin L. Ahart
Title: Vice President

Schedule I

U.S. Trademark Registrations

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Asurion, LLC	#BEBOLD	90058693	07/17/2020	6521902	10/12/2021
2.	Asurion, LLC	ASURION HOME+	88982308	01/27/2020	6464852	08/24/2021
3.	Asurion, LLC	asurionhome+	88982464	01/27/2020	6472309	08/31/2021
4.	Repair Center, LLC	Design	88598649	08/29/2019	6041370	04/28/2020
5.	Repair Center, LLC	Device Refresh	88720141	12/09/2019	6357008	05/18/2021
6.	Repair Center, LLC	eduBuyback	88655387	10/15/2019	6019028	03/24/2020
7.	Repair Center, LLC	REPAIRWATC	87545492	07/27/2017	5426772	03/20/2018
8.	Repair Center, LLC	Tech Defenders	90549967	02/26/2021	6614385	01/11/2022
9.	Repair Center, LLC	Tech Defenders & Design	88680860	11/05/2019	6033857	04/14/2020
10.	Repair Center, LLC	Tech Defenders & Design	88904760	05/07/2020	6542119	11/02/2021
11.	uBreakiFix Co.	U & Design	88983400	05/04/2020	6629936	01/25/2022

U.S. Trademark Applications

None.