

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787231

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement (Supplement No. 11)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asurion, LLC		02/15/2023	Limited Liability Company: 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>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90978688	ASURION	
<b>Serial Number:</b>	88265855	SOLUTO	
<b>Serial Number:</b>	90340368	ASURION	
<b>Serial Number:</b>	97617599	ASURION	
<b>Serial Number:</b>	97617652	ASURION	
<b>Serial Number:</b>	88411735	ASURION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	02/16/2023		

OP \$165.00 90978688

**Total Attachments: 6**

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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)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) February 15, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other First Lien Security Agreement (Supplement No. 11)

### 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 Street

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

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 attached Schedule I

B. Trademark Registration No.(s)  
see attached 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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.2465 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 6

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: Doris Ka

Signature

Doris Ka

Name of Person Signing

February 15, 2023

Date

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

6

**SUPPLEMENT NO. 11 TO THE  
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

SUPPLEMENT NO. 11 TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2023 (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 Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of May 24, 2011 (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 Amended and Restated Credit Agreement, dated as of May 24, 2011 (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 (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 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:   
Name: Andrea Magyera  
Title: Senior Vice President and Treasurer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

**TRADEMARK**  
**REEL: 007972 FRAME: 0064**

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

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

**Schedule I**

*U.S. Trademark Registrations*

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Asurion, LLC	ASURION	90978688	01/18/2021	6944769	01/03/2023
2.	Asurion, LLC	SOLUTO	88265855	01/17/2019	6913331	11/29/2022

*U.S. Trademark Applications*

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
3.	Asurion, LLC	ASURION	90340368	11/24/2020
4.	Asurion, LLC	ASURION	97617599	10/03/2022
5.	Asurion, LLC	ASURION	97617652	10/03/2022
6.	Asurion, LLC	<b>asurion</b>	88411735	05/01/2019