

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment and Assumption - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		05/24/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 N. Tryon Street
Internal Address:	NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2698459	ASURION
Registration Number:	2937841	ASURION ROADSIDE ASSISTANCE
Registration Number:	2704834	INTELLIRESCUE
Registration Number:	1536786	MR. RESCUE
Registration Number:	2911185	OUR PASSION IS YOUR PEACE OF MIND
Registration Number:	2708252	ROAD RESCUE
Registration Number:	2962296	2DRESCUE
Registration Number:	3019708	ASURION
Registration Number:	3054132	CONNECTION PROTECTION
Registration Number:	2991786	MOBILE GUARD
Registration Number:	2989198	MOBILE GUARD PLUS
Registration Number:	3028881	RESCUE LINK
Registration Number:	2962295	TO THE RESCUE

CH \$665.00 2698459

Registration Number:	3438039	RECONNECT WITH YOUR WORLD
Registration Number:	2768809	INNOVATIVE SOLUTIONS FOR CUSTOMER PROTECTION
Registration Number:	2854294	LOCKLINE
Registration Number:	2454574	LOCKLINE
Registration Number:	2779079	LOCK LINE
Registration Number:	2755509	WATS
Registration Number:	2455740	WITS
Registration Number:	2490908	WITS
Registration Number:	2989017	CELLBACKUP
Registration Number:	3067790	RV RINGVAULT
Serial Number:	77922874	MOBILE RECOVERY
Serial Number:	85022123	MOBILEPROTECT
Serial Number:	77766355	SMARTCONTACTS

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.310.8000
Email: vindra.richter@weil.com, suzanne.inglis@weil.com
Correspondent Name: Vindra Richter/si/cb
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	18315.0004.L.SPIVEY
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	05/26/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT AND ASSUMPTION

This TRADEMARK ASSIGNMENT AND ASSUMPTION dated as of May 24, 2011 (this "Assignment and Assumption") is made by MERRILL LYNCH CAPITAL CORPORATION, as resigning administrative agent and collateral agent, as assignor ("Assignor") and BANK OF AMERICA, N.A., as successor administrative agent and collateral agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain Second Lien Credit Agreement dated as of July 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time prior to the date hereof, the "Original Credit Agreement") among LONESTAR ACQUISITION CORP., a Delaware corporation which was merged with and into ASURION, LLC, a Delaware limited liability company (f/k/a ASURION CORPORATION, a Delaware corporation) (the "Borrower"), the lenders party thereto, MERRILL LYNCH CAPITAL CORPORATION, as administrative agent and collateral agent (in such capacity, the "Original Collateral Agent"), and the other agents and parties thereto, (ii) that certain Amended and Restated Second Lien Credit Agreement, dated as of May 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Amended and Restated Credit Agreement"), by and among Borrower, BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "New Collateral Agent"), the lenders from time to time party thereto and other parties thereto, that amended and restated the Original Credit Agreement in its entirety, (iii) that certain Second Lien Guarantee and Collateral Agreement dated as of July 3, 2007, by and among Borrower, the Original Collateral Agent and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time prior hereto, the "Original Guarantee and Collateral Agreement") and (iv) that certain Amended and Restated Second Lien Guarantee and Collateral Agreement dated as of May 24, 2011, by and among each of the Borrower, the New Collateral Agent and other parties party thereto (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Amended and Restated Guarantee and Collateral Agreement"); capitalized terms not defined herein shall have the meanings assigned to them in the Amended and Restated Guarantee and Collateral Agreement;

WHEREAS, reference is also made to the Grant of Security Interest in United States Trademarks and Patents dated July 3, 2007, by and between the Borrower, Asurion Protection Services, LLC and Asurion Mobile Applications, Inc. (each as a "Grantor", and together with the Borrower, the "Grantors"), and the Original Collateral Agent (the "Second Lien Trademark Security Agreement") and (ii) that certain Supplement to the Second Lien Trademark Security Agreement dated as of August 10, 2010, between the Grantors, the Original Collateral Agent and the other parties thereto (the "Supplemental Second Lien Trademark Security Agreement" and together with the Second Lien Trademark Security Agreement, the "Intellectual Property Security Agreements"); and

WHEREAS, pursuant to (i) the Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office at Reel 003578, Frame 0605 on July 11, 2007 and (ii) the Supplemental Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office at Reel 004278, Frame 0476 on September 10, 2010, the Grantors pledged, assigned and granted to the Original Collateral Agent a continuing security interest in all of its right, title and interest in and to certain collateral including, without limitation, the trademark registrations and applications set forth on Schedule I hereto along with the goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, pursuant to (i) the Amended and Restated Credit Agreement and (ii) the Successor Administrative Agent and Collateral Agent Agreement, dated as of May 24, 2011 (the “Successor Agent Agreement”), between Assignor and Assignee, the Original Credit Agreement has been amended to reflect, among other things, the appointment of Assignee as successor administrative agent and collateral agent; and

WHEREAS, in furtherance of Assignee’s replacement of Assignor as the administrative agent and collateral agent under the Original Credit Agreement, Assignee is desirous of acquiring and Assignor is desirous of assigning all of its right, title and interest in, to and under the Intellectual Property Security Agreements, including without limitation the Assigned Interest (as defined below), and all documents relating thereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Successor Agent Agreement, and Assignee hereby assumes from Assignor, the interest in and to Assignor’s rights and obligations under the Intellectual Property Security Agreements (the “Assigned Interest”) and all Trademarks listed on Schedule I hereto, as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the “Effective Date”). Following the execution of this Assignment and Assumption, it will be delivered to Weil, Gotshal & Manges LLP for recording on behalf of the parties hereto pursuant to the Amended and Restated Guarantee and Collateral Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the Successor Agent Agreement, (a) Assignee shall be a party to the Amended and Restated Credit Agreement, the Amended and Restated Guarantee and Collateral Agreement, and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Assignor thereunder and shall be bound by the provisions thereof and (b) Assignor shall, to the extent provided in this Assignment and Assumption and the Successor Agent Agreement, relinquish its rights and be released from its obligations under the Original Credit Agreement, the Original Guarantee and Collateral Agreement and the Intellectual

Property Security Agreements. Nothing set forth herein shall modify or limit in any respect the provisions of the Successor Agent Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment and Assumption may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as of the date hereof. Delivery of an executed signature page to this Assignment and Assumption by facsimile or other electronic transmission (including “.pdf” or “.tif” format) shall be as effective as delivery of a manually signed counterpart of this Assignment and Assumption.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

MERRILL LYNCH CAPITAL CORPORATION,
as Assignor

By: 
Name: Scott Tolchin
Title: Managing Director

Accepted:

BANK OF AMERICA, N.A.,
as Assignee

By: Robert A. Klawinski

Name:

Title: **Robert A. Klawinski**
Managing Director

[Signature Page to Trademark Assignment and Assumption Agreement (Second Lien)]

TRADEMARK
REEL: 004549 FRAME: 0756

SCHEDULE I
to
TRADEMARK ASSIGNMENT AND ASSUMPTION

U.S. Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion, LLC	USA	Asurion	2698459	03/18/2003
Asurion LLC	USA	Asurion Roadside Assistance	2937841	04/05/2005
Asurion, LLC	USA	IntelliRESCUE	2704834	04/08/2003
Asurion, LLC	USA	Mr. Rescue	1536786	04/25/1989
Asurion, LLC	USA	Our Passion is Your Peace of Mind	2911185	12/14/2004
Asurion, LLC	USA	Road Rescue	2708252	04/22/2003
Asurion, LLC	USA	2DRESCUE	2962296	06/14/2005
Asurion, LLC	USA	Asurion (logo)	3019708	11/29/2005
Asurion, LLC	USA	Connection Protection	3054132	01/31/2006
Asurion, LLC	USA	Mobile Guard	2991786	09/06/2005
Asurion, LLC	USA	Mobile Guard Plus	2989198	08/30/2005
Asurion, LLC	USA	Rescue Link (Design)	3028881	12/13/2005
Asurion, LLC	USA	To The Rescue	2962295	06/14/2005
Asurion, LLC	USA	Reconnect With Your World	3438039	5/27/2008
Asurion Protection Services, LLC	USA	Innovative Solutions for Customer Protection	2768809	09/30/2003
Asurion Protection Services, LLC	USA	lock/line (word)	2854294	06/15/2004
Asurion Protection Services, LLC	USA	lock/line (design)	2454574	05/29/2001
Asurion Protection Services, LLC	USA	lock/line (Word with design)	2779079	11/04/2003
Asurion Protection Services, LLC	USA	WATS	2755509	08/26/2003
Asurion Protection Services, LLC	USA	WITS	2455740 (Class 9)	05/29/2001
Asurion Protection Services, LLC	USA	WITS	2490908 (Class 36)	09/18/2001
Asurion Mobile Applications, Inc. (fka Lumitrend, Inc.)	USA	CellBackup	2989017	08/30/2005
Asurion Mobile Applications, Inc. (fka Lumitrend, Inc.)	USA	RingVault	3067790	03/14/2006

Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Asurion, LLC	USA	Mobile Recovery	77922874	01/28/2010
Asurion, LLC	USA	MobileProtect	85022123	04/23/2010
Asurion, LLC	USA	Smart Contacts	77766355	06/23/2009