

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE WARRANTY GROUP, INC.		08/01/2014	CORPORATION: DELAWARE
TWG WARRANTY GROUP, INC.		08/01/2014	CORPORATION: ILLINOIS
TWG HOLDINGS, INC.		08/01/2014	CORPORATION: DELAWARE
RESOURCE AUTOMOTIVE, INC.		08/01/2014	CORPORATION: ILLINOIS
FIRST EXTENDED SERVICE CORPORATION		08/01/2014	CORPORATION: TEXAS
RESOURCE DEALER GROUP, INC.		08/01/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	500 STANTON CHRISTIANA ROAD, OPS 2, 3RD FLOOR
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3190782	LUXCARE
Registration Number:	3260689	VIP VARIABLE INCOME PARTNERS
Registration Number:	3019313	VIP VARIABLE INCOME PARTNERS
Registration Number:	2708518	VEHICLE SENTRY PROTECTION
Registration Number:	3349127	
Registration Number:	3555022	DRIVERPLUS
Registration Number:	3932753	DRIVERPLUS+
Registration Number:	4109072	MAIN ST. WARRANTY
Registration Number:	4031659	NOT JUST CERTIFIED, QCERTIFIED.
Registration Number:	3939717	Q CERTIFIED
Registration Number:	2793962	Q CERTIFIED
Registration Number:	3597833	Q CERTIFIED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3557500	Q ELITE
Registration Number:	4149719	Q QUALIFIED
Registration Number:	3617382	Q QUALIFIED
Registration Number:	3617383	Q QUALIFIED
Registration Number:	3557501	Q ULTIMATE
Registration Number:	3371373	THE WARRANTY GROUP
Registration Number:	4110058	TWGCONNECT
Registration Number:	2103418	VEHICLE SECURITY CARE
Registration Number:	3946782	VIRGINIA SURETY COMPANY, INC.
Registration Number:	3033898	VPC VEHICLE PROTECTION CARE
Registration Number:	3541364	WHEELGUARD
Registration Number:	3857206	ID RESTORE
Registration Number:	3858428	ID RESTORE PLUS
Registration Number:	3237022	THE MECHANIC
Registration Number:	3999764	THE MECHANIC
Registration Number:	3350387	UTILITYGUARD

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1476/30
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	08/01/2014

Total Attachments: 7

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EXECUTION VERSION

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2014 (*“Trademark Security Agreement”*), by each of the debtors identified on the signature page hereto (collectively the **“Debtors,”** and individually, the **“Debtor”**), is in favor of JPMORGAN CHASE BANK, N.A. (the **“Collateral Agent”**), with its mailing address at 500 Stanton Christiana Road, Ops 2, Floor 3, Newark DE 19713-2107, acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Debtors are party to a Security Agreement of even date herewith (the *“Security Agreement”*) in favor of the Collateral Agent pursuant to which the Debtors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term *“Trademarks”* shall mean, with respect to any Debtor, all of such Debtor’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security to secure the prompt payment and performance of all the Secured Obligations, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, and acknowledges and agrees that the Collateral Agent has and shall continue to have until the Termination Date for the benefit of the Secured Parties a continuing lien on and security interest in, all right, title, and interest of each Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(a) all Trademarks of each Debtor, including, without limitation, the registered and applied-for Trademarks listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all proceeds and products of each of the foregoing and all insurance of the foregoing and proceeds thereof.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and each Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. The term of this Trademark Security Agreement shall be coterminous with the Security Agreement.

SECTION 5. Recordation. The Debtors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of executed counterparts of this Agreement by telecopy or by e-mail of an Adobe portable document format file (also known as a "PDF" file) shall be effective as originals. The Debtors acknowledge that this Agreement is and shall be effective upon its execution and delivery by the Debtors to the Collateral Agent, and it shall not be necessary for the Collateral Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

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IN WITNESS WHEREOF, the parties have caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

“DEBTORS”

THE WARRANTY GROUP, INC.
TWG WARRANTY GROUP, INC.
TWG HOLDINGS, INC.
RESOURCE AUTOMOTIVE, INC.
FIRST EXTENDED SERVICE
CORPORATION
RESOURCE DEALER GROUP, INC.

By: 

Name: David I. Vickers

Title: Executive Vice President and Chief
Financial Officer

[TM Security Agreement – Signature Page]

TRADEMARK
REEL: 005335 FRAME: 0322


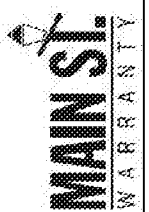
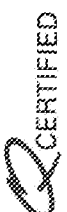
Accepted and Agreed:


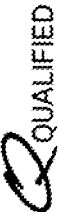


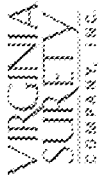
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Kristen M. Murphy
Name: Kristen Murphy
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
LUXCARE	U.S. Federal	76655595	17-Feb-2006	3190782	02-Jan-2007	Resource Automotive, Inc.	Registered
VIP VARIABLE INCOME PARTNERS	U.S. Federal	78920715	30-Jun-2006	3260689	10-Jul-2007	Resource Automotive, Inc.	Registered
VIP VARIABLE INCOME PARTNERS	U.S. Federal	76599849	28-Jun-2004	3019313	29-Nov-2005	Resource Automotive, Inc.	Registered
VEHICLE SENTRY PROTECTION	U.S. Federal	76252062	07-May-2001	2708518	22-Apr-2003	Resource Dealer Group, Inc.	Registered
	U.S. Federal	77016938	09-Oct-2006	3349127	04-Dec-2007	The Warranty Group, Inc.	Registered
DRIVERPLUS	U.S. Federal	77336935	26-Nov-2007	3555022	30-Dec-2008	The Warranty Group, Inc.	Registered
DRIVERPLUS+	U.S. Federal	85017514	19-Apr-2010	3932753	15-Mar-2011	The Warranty Group, Inc.	Registered
MAIN ST. WARRANTY	U.S. Federal	77483847	27-May-2008	4109072	06-Mar-2012	The Warranty Group, Inc.	Registered
							
NOT CERTIFIED, QCERTIFIED, Q CERTIFIED	U.S. Federal	85254010	28-Feb-2011	4031659	27-Sep-2011	The Warranty Group, Inc.	Registered
	U.S. Federal	77935726	15-Feb-2010	3939717	05-Apr-2011	The Warranty Group, Inc.	Registered

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
Q CERTIFIED 	U.S. Federal	76429642	11-Jul-2002	2793962	16-Dec-2003	The Warranty Group, Inc.	Registered
Q CERTIFIED	U.S. Federal	77525859	18-Jul-2008	3597833	31-Mar-2009	The Warranty Group, Inc.	Registered
Q ELITE	U.S. Federal	77525854	18-Jul-2008	3557500	06-Jan-2009	The Warranty Group, Inc.	Registered
Q QUALIFIED	U.S. Federal	85435583	29-Sep-2011	4149719	29-May-2012	The Warranty Group, Inc.	Registered
Q QUALIFIED 	U.S. Federal	77498224	13-Jun-2008	3617382	05-May-2009	The Warranty Group, Inc.	Registered
Q QUALIFIED 	U.S. Federal	77498229	13-Jun-2008	3617383	05-May-2009	The Warranty Group, Inc.	Registered
Q ULTIMATE	U.S. Federal	77525856	18-Jul-2008	3557501	06-Jan-2009	The Warranty Group, Inc.	Registered
THE WARRANTY GROUP 	U.S. Federal	77016945	09-Oct-2006	3371373	22-Jan-2008	The Warranty Group, Inc.	Registered
TWGCONNECT	U.S. Federal	85219784	18-Jan-2011	4110058	06-Mar-2012	The Warranty Group, Inc.	Registered
VEHICLE SECURITY CARE	U.S. Federal	75184012	21-Oct-1996	2103418	07-Oct-1997	The Warranty Group, Inc.	Registered
VIRGINIA SURETY COMPANY, INC. 	U.S. Federal	77941764	22-Feb-2010	3946782	19-Apr-2011	The Warranty Group, Inc.	Registered
VPC VEHICLE PROTECTION CARE	U.S. Federal	76618221	26-Oct-2004	3033898	27-Dec-2005	The Warranty Group, Inc.	Registered
WHEELGUARD	U.S. Federal	77292590	01-Oct-2007	3541364	02-Dec-2008	TWG Holdings, Inc.	Registered

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
ID RESTORE	U.S. Federal	77240906	27-Jul-2007	3857206	05-Oct-2010	TWG Warranty Group, Inc.	Registered
ID RESTORE PLUS	U.S. Federal	78956326	21-Aug-2006	3858428	05-Oct-2010	TWG Warranty Group, Inc.	Registered
THE MECHANIC	U.S. Federal	78915209	23-Jun-2006	3237022	01-May-2007	TWG Warranty Group, Inc.	Registered
THE MECHANIC	U.S. Federal	85138658	27-Sep-2010	3999764	19-Jul-2011	TWG Warranty Group, Inc.	Registered
UTILITYGUARD	U.S. Federal	78948666	09-Aug-2006	3350387	04-Dec-2007	TWG Warranty Group, Inc.	Registered
FIRST EXTENDED INSURANCE SERVICES	U.S. State			4042797	27-Apr-2006	First Extended Service Corporation	Registered