

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Release
CONVEYING PARTY DATA	
Name	Execution Date
Merrill Lynch Capital Corporation, as Second Lien Collateral Agent	01/01/2009
RECEIVING PARTY DATA	
Name:	Warranty Corporation of America, a Georgia Coporation
Street Address:	3120 Crossing Park Road
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7047426
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	84625
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 5	
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REEL: 022052 FRAME: 0511

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## RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS ("**Release**") is made as of January 1, 2009, by MERRILL LYNCH CAPITAL CORPORATION, as both first lien and second lien Collateral Agent ("**Grantee**"), in favor of Warranty Corporation of America a Georgia Corporation ("**Grantor**").

### W I T N E S S E T H :

WHEREAS, Grantee and Grantor were parties to a First Lien Patent Security Agreement and a Second Lien Patent Security Agreement, both dated July 3, 2007 (the "**Patent Security Agreements**"), and a First Lien Guarantee and Collateral Agreement and a Second Lien Guarantee and Collateral Agreement, both dated July 3, 2007 (together the "**Security Agreements**"), pursuant to which Grantor granted first and second lien security interests to Grantee in and to all of Grantor's Patent Collateral, including, without limitation, the United States patent registrations and applications set forth on Schedule 1 attached hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreements were recorded by the United States Patent and Trademark Office on July 9, 2007 at Reel 19520, Frame 0946 for the first lien and on July 11, 2007 at Reel 1941, Frame 0496 for the second lien; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Patent Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreements and/or the Patent Security Agreements, as applicable.

1. Grantee hereby terminates the Patent Security Agreements (but only as to Grantor), and terminates, cancels and releases any and all liens and security interests that it has in all of Grantor's right, title and interest in and to all of the following, all such rights in and to which shall immediately revert to Grantor without any representation, warranty or recourse of any kind:

(a) the Patent Collateral, including, without limitation, the patent set forth on Schedule 1; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present and future infringement thereof.

2. Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) rea-

sonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

3. This Release may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party may enter into this Release by executing a counterpart.

4. Any term or provision of this Release that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to choice of law principles, including all matters of construction, validity and performance, and shall be binding upon the successors and assigns of the parties hereto.

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*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantee has caused this Patent Release to be  
executed as of the day and year first above written.

MERRILL LYNCH CAPITAL  
CORPORATION, as First Lien and  
Second Lien Collateral Agent

By: Arminee Bowler

Name:

Title:

**ARMINEE BOWLER  
VICE PRESIDENT**

**Schedule 1**

*U.S. Patents*

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Warranty Corporation of America	USA	7,047,426	May 16, 2006	Warranty Corporation of America	Portable Computing Device Communication System and Method