

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3532665

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ASURION, LLC	09/18/2015
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
Street Address:	101 N TRYON STREET, MAIL CODE: NC1-002-04-39	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	14218381	
Application Number:	14157462	
Patent Number:	9113286	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	michael.barys@thomsonreuters.com	
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT	
Address Line 1:	80 PINE STREET	
Address Line 2:	C/O CAHILL GORDON & REINDAL LLP	
Address Line 4:	NEW YORK, NEW YORK 10005	
NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	09/18/2015	
Total Attachments: 6		
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**SUPPLEMENT NO. 3 TO THE
FIRST LIEN PATENT SECURITY AGREEMENT**

SUPPLEMENT NO. 3 TO THE FIRST LIEN PATENT SECURITY AGREEMENT, dated as of September 18, 2015 (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"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.02(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 "Patent Collateral"):

A. all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "Patents");

B. all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and all inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

C. the right to sue third parties for past, present and future infringements of any Patent; and

D. all proceeds of and any right associated with the foregoing.

Notwithstanding the foregoing, the Patent Collateral shall not extend to, and the term "Patent 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 Patent 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 Patent Security 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.

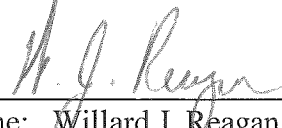
SECTION 5. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

[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.

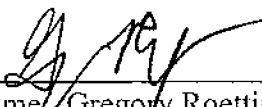
ASURION, LLC

By: _____


Name: Willard J. Reagan

Title: Vice President of Finance and
Treasurer

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

By: 
Name: Gregory Roetting
Title: Vice President

Schedule I

Patent Registrations

Grantor	Description	Application Number	Country.	Filing Date
Asurion, LLC	Account Based Handset Protection Coverage	14,218,381	USA	03/18/2014
Asurion LLC	Method for offering a protection policy for a mobile device	14,157,462	USA	01/16/2014
Asurion, LLC	CENTRALIZED CONTROL AND MANAGEMENT SYSTEMS FOR DIGITAL DEVICES	14,523,803 Patent No. 9113286	USA	10/24/2014 Issue Date: 08/18/2015