504906063 05/09/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4952807

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SUPPL. NO. 4 TO SECOND LIEN SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
ASURION, LLC	05/07/2018

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	101 N. TRYON ST.		
Internal Address:	MAIL CODE: NC1-001-04-39		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15784284	

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	05/09/2018	

Total Attachments: 6

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SUPPLEMENT NO. 4 TO THE SECOND LIEN PATENT SECURITY AGREEMENT

SUPPLEMENT NO. 4 TO THE SECOND LIEN PATENT SECURITY AGREEMENT, dated as of May 7, 2018 (this "<u>Agreement</u>"), among ASURION, LLC, a Delaware limited liability company, (the "<u>Grantor</u>") and BANK OF AMERICA, N.A., as Collateral Agent (the "<u>Collateral Agent</u>") for the Secured Parties.

Reference is made to the Second Lien Guarantee and Collateral Agreement, dated as of March 3, 2014 (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 Second Lien Credit Agreement, dated as of March 3, 2014 (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 "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 <u>Schedule I</u> (the "<u>Patents</u>");
- 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;

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- 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]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASURION, LLC

By: Willard J. Reagan Title: Senior Vice President of Finance and

Treasurer

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

By:

Name: Title:

Kevin L. Ahart Vice President

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Schedule I

Patent Application

Grantor	Patent Title	Application No. (Filing Date)	Country	Patent No. (Issue Date)
Asurion, LLC	Graphical Interactive Visual Response System and Method	15784284 (10/16/2017)	USA	N/A

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RECORDED: 05/09/2018