

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		05/24/2011	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Asurion, LLC		
<b>Street Address:</b>	648 Grassmere Park		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37211		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2916566	PHONEGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.310.8000		
<b>Email:</b>	vindra.richter@weil.com, suzanne.inglis@weil.com		
<b>Correspondent Name:</b>	Vindra Richter/si/cb		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	18315.0004.L.SPIVEY		
<b>NAME OF SUBMITTER:</b>	Vindra Richter		
<b>Signature:</b>	/Vindra Richter/		

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**TRADEMARK**  
 REEL: 004549 FRAME: 0731

Date:

05/26/2011

**Total Attachments: 3**

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**RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**THIS RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Release") is made as of May 24, 2011 (the "Effective Date") by Bank of America, N.A., as collateral agent (in such capacity, the "Agent") for the benefit of Asurion, LLC (the "Borrower"), and Warranty Corporation of America (together with the Borrower, the "Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Second Lien Guarantee and Collateral Agreement, dated as of July 3, 2007, between the Grantor and the Agent and the Second Lien Trademark Security Agreement between the Borrower and the Agent dated as of July 3, 2007 (the "Security Agreement"), the Grantor pledged, assigned and granted to the 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**, the Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on July 11, 2007, at Reel 003578 and Frame 0605;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Security Agreement and the Supplemental Security Agreement, and hereby terminates, cancels, re-pledges, re-assigns and releases any and all security interests it has against the Trademarks.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to their respective Grantors.

The Agent shall take all further actions, and provide to the Grantors and their 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), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

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**IN WITNESS WHEREOF**, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MERRILL LYNCH CAPITAL CORPORATION,  
as Collateral Agent,

By: Mollie S. Canup

Name: Mollie S. Canup

Title: Vice President

[Signature Page to Release of Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004549 FRAME: 0734**

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**SCHEDULE I**  
**to**  
**RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARKS AND TRADEMARKS APPLICATIONS**

*U.S. Trademark Registrations*

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Warranty Corporation of America	USA	PHONEGUARD	2,916,566	1/4/2005

*Trademark Applications*

None.