

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557133

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Auto Guardian, LLC		01/10/2020	Limited Liability Company: DELAWARE
Amynta Agency Inc.		01/10/2020	Corporation: DELAWARE
First Nonprofit Companies, Inc.		01/10/2020	Corporation: ILLINOIS
AMT Warranty Corp.		01/10/2020	Corporation: DELAWARE
Warrantech Corporation		01/10/2020	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Independence Center, 101 N Tryon St.
Internal Address:	MC: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	5933170	AMYNTA THE AMYNTA GROUP
Registration Number:	5932946	THE AMYNTA GROUP
Registration Number:	5932947	AMYNTA
Registration Number:	5933171	
Registration Number:	5921302	FUTUREPROOF PROTECT
Registration Number:	2291002	FIRST NONPROFIT
Registration Number:	3111391	AAGI
Registration Number:	5277892	AAGI
Registration Number:	5277891	AAGI
Registration Number:	5277894	AG+
Registration Number:	5277893	AG+
Registration Number:	5629008	AG/CLW
Registration Number:	5629009	AG/CLW AUTOGUARD CERTIFIED LIMITED WARRA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5629055	AG/EWT AUTOGUARD EXCESS WEAR & TEAR
Registration Number:	5644837	AG/GAP
Registration Number:	5628997	AG/PPM AUTOGUARD PREPAID MAINTENANCE
Registration Number:	5629142	AG / VEHICLE SHIELD
Registration Number:	5123765	AUTOGUARD
Registration Number:	2637875	AUTOGUARD
Registration Number:	5277899	AUTOGUARD
Registration Number:	5277896	AUTOGUARD
Registration Number:	4549002	AUTOGUARD VEHICLE SHIELD
Registration Number:	2657330	PREMIUM CAR CARE
Registration Number:	3715257	"WE SUCCEED ONLY WHEN YOU DO!"
Registration Number:	4514312	WHEELZ
Registration Number:	2620924	WHEELZ
Registration Number:	5277901	WHEELZ
Registration Number:	5277900	WHEELZ
Registration Number:	5822566	AG///GAP AUTOGUARD GUARANTEED ASSET PROT
Registration Number:	5764372	AG/PPM
Registration Number:	5822134	MAINTENANCE EDGE
Registration Number:	5822133	MAINTENANCE EDGE
Registration Number:	5822132	MAINTENANCEEDGE
Serial Number:	88696554	
Serial Number:	88379190	AG/EWT
Serial Number:	88348553	AG/ETCH
Serial Number:	88349878	AG/ETCH AUTOGUARD VEHICLE THEFT PROTECTI
Serial Number:	88622842	QR 360

CORRESPONDENCE DATA

Fax Number: 8009144240

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, ECarrera@cahill.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: 01/13/2020

Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. American Auto Guardian, LLC
 - 2. Amynta Agency Inc.
 - 3. First Nonprofit Companies, Inc.
 - 4. AMT Warranty Corp.
 - 5. Warrantech Corporation
- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. Corp. DE; 3. Corp.-IL; 4. Corp.-DE; 5. Corp.-NV

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 10, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: One Independence Center, 101 N Tryon St.,
MC: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

January 10, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **11**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT (SHORT FORM)

First Lien Trademark Security Agreement, dated as of January 10, 2020, by AMERICAN AUTO GUARDIAN, LLC, a Delaware limited liability company (“**AAGI**”), AMYNTA AGENCY INC., a Delaware corporation (“**Agency**”), FIRST NONPROFIT COMPANIES, INC., an Illinois corporation (“**First Nonprofit**”), AMT WARRANTY CORP., a Delaware corporation (“**AMT**”), and WARRANTECH CORPORATION, a Nevada corporation (“**Warrantech**” and, along with AAGI, Agency, First Nonprofit, and AMT, the “**Grantors**” and each, a “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the First Lien Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of February 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the

provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this First Lien Trademark Security Agreement.

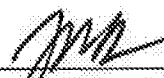
SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this First Lien Trademark Security Agreement.

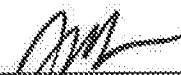
SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

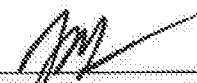
AMERICAN AUTO GUARDIAN, LLC

By: 
Name: Joshua Damon
Title: Vice President


FIRST NONPROFIT COMPANIES, INC.

By: 
Name: Joshua Damon
Title: Vice President


AMYNTA AGENCY INC.

By: 
Name: Joshua Damon
Title: Executive Vice President

AMT WARRANTY CORP.

By: 
Name: Joshua Damon
Title: Vice President

GUARDSMAN US LLC

By: 
Name: Joshua Damon
Title: Vice President

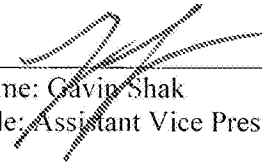
WARRANTECH CORPORATION

By:



Name: Joshua Damon
Title: Vite President

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

By: 
Name: Gavin Shak
Title: Assistant Vice President

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registrations:






Current Owner	Trademark	Serial No.	Regn. No.
Amynta Agency Inc.	AMYNTA THE AMYNTA GROUP (Stylized/Design)	88034119	5933170
Amynta Agency Inc.	THE AMYNTA GROUP	87881821	5932946
Amynta Agency Inc.	AMYNTA	87881837	5932947
Amynta Agency Inc.	Design	88034123	5933171
AMT Warranty Corp.	FUTUREPROOF PROTECT	87205626	5921302
First Nonprofit Companies, Inc.	FIRST NONPROFIT	75502298	2291002
American Auto Guardian, LLC	AAGI (and Design) 	78539147	3111391
American Auto Guardian, LLC	AAGI (Stylized) 	87129177	5277892
American Auto Guardian, LLC	AAGI (Stylized) 	87129122	5277891
American Auto Guardian, LLC	AG+ (Stylized) 	87129249	5277894
American Auto Guardian, LLC	AG+ (Stylized) 	87129204	5277893
American Auto Guardian, LLC	AG/CLW (and Design) 	87615863	5629008
American Auto Guardian, LLC	AG/CLW AUTOGUARD CERTIFIED LIMITED WARRANTY (and Design) 	87616080	5629009

[Trademark Security Agreement]



TRADEMARK
REEL: 006836 FRAME: 0275

Current Owner	Trademark	Serial No.	Regn. No.
American Auto Guardian, LLC	AG/EWT AUTOGUARD EXCESS WEAR & TEAR (and Design) 	87624641	5629055
American Auto Guardian, LLC	AG/GAP (and Design) 	87645517	5644837
American Auto Guardian, LLC	AG/PPM AUTOGUARD PREPAID MAINTENANCE (and Design) 	87614018	5628997
American Auto Guardian, LLC	AG/VEHICLE SHIELD (and Design) 	87646580	5629142
American Auto Guardian, LLC	AUTOGUARD (and Design) 	87063060	5123765
American Auto Guardian, LLC	AUTOGUARD	75642162	2637875
American Auto Guardian, LLC	AUTOGUARD (Stylized) 	87130463	5277899
American Auto Guardian, LLC	AUTOGUARD (Stylized) 	87129333	5277896
American Auto Guardian, LLC	AUTOGUARD VEHICLE SHIELD (and Design) 	85918918	4549002
American Auto Guardian, LLC	PREMIUM CAR CARE	76085409	2657330
American Auto Guardian, LLC	"WE SUCCEED ONLY WHEN YOU DO!"	77754995	3715257
American Auto Guardian, LLC	WHEELZ (and Design)	86058186	4514312

[Trademark Security Agreement]



Current Owner	Trademark	Serial No.	Regn. No.
			
American Auto Guardian, LLC	WHEELZ	76305214	2620924
American Auto Guardian, LLC	WHEELZ (Stylized) 	87130519	5277901
American Auto Guardian, LLC	WHEELZ (Stylized) 	87130486	5277900
American Auto Guardian, LLC	AG/GAP AUTOGUARD GUARANTEED ASSET PROTECTION (and Design)  <small>ANTHEMISTIC - GUARANTEED ASSET PROTECTION</small>	87737023	5822566
American Auto Guardian, LLC	AG/PPM (and Design) 	87603073	5764372
Warrantech Corporation	Maintenance Edge	87075769	5822134
Warrantech Corporation	Maintenance Edge	87075751	5822133
Warrantech Corporation	MAINTENANCEEDGE	87075729	5822132

Applications:

Current Owner	Trademark	Application No.	Reference No.
First Nonprofit Companies, Inc.	Red Ball Design	88696554	Pending
American Auto Guardian, LLC	AG/EWT 	88379190	Pending
American Auto Guardian, LLC	AG/ETCH (and Design) 	88348553	Pending

[Trademark Security Agreement]

TRADEMARK
REEL: 006836 FRAME: 0277

Current Owner	Trademark	Application No.	Reference No.
American Auto Guardian, LLC	AG/ETCH AUTOGUARD VEHICLE THEFT PROTECTION (and Design) 	88349878	Pending
American Auto Guardian, LLC	QR360 	88622842	Pending

[Trademark Security Agreement]