

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN AUTO GUARDIAN, LLC		01/10/2020	Limited Liability Company: DELAWARE
AMT WARRANTY CORP.		01/10/2020	Corporation: DELAWARE
AMYNTA AGENCY INC.		01/10/2020	Corporation: DELAWARE
BUILDERS & TRADESMEN'S INSURANCE SERVICES, INC.		01/10/2020	Corporation: CALIFORNIA
FIRST NONPROFIT COMPANIES, INC.		01/10/2020	Corporation: ILLINOIS
GUARDSMAN US LLC		01/10/2020	Limited Liability Company: DELAWARE
MICHIGAN AUTO TITLE SERVICE, INC.		01/10/2020	Corporation: MICHIGAN
ORYX INSURANCE BROKERAGE INC.		01/10/2020	Corporation: NEW YORK
PDP GROUP, INCORPORATED		01/10/2020	Corporation: MARYLAND
TAG WARRANTY SOLUTIONS, INC.		01/10/2020	Corporation: DELAWARE
VEMECO, INC.		01/10/2020	Corporation: CONNECTICUT
WARRANTTECH CORPORATION		01/10/2020	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	HPS INVESTMENT PARTNERS, LLC
Street Address:	40 WEST 57TH STREET
Internal Address:	33RD FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	3111391	AAGI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5277892	AAGI
Registration Number:	5277891	AAGI
Registration Number:	5277894	AG+
Registration Number:	5277893	AG+
Registration Number:	5629008	AG/CLW
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:	5227899	INIT2WINIT
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:	5933171	
Registration Number:	5932947	AMYNTA
Registration Number:	5933170	AMYNTA THE AMYNTA GROUP
Registration Number:	5932946	THE AMYNTA GROUP
Registration Number:	5921302	FUTUREPROOF PROTECT
Registration Number:	3264996	ONE-SHOT
Registration Number:	3228875	VICTORY
Registration Number:	2291002	FIRST NONPROFIT
Registration Number:	5292246	ADVANCEDGUARD
Registration Number:	1652445	COB NOB
Registration Number:	4660888	COOLGUARD
Registration Number:	2326618	
Registration Number:	4732837	FURNISH FEARLESSLY
Registration Number:	1184842	GUARDSMAN
Registration Number:	0646965	GUARDSMAN
Registration Number:	2300352	GUARDSMAN

Property Type	Number	Word Mark
Registration Number:	2739069	GUARDSMAN FURNITURE PRO
Registration Number:	3179775	GUARDSMAN PRO SERIES
Registration Number:	4847344	WEATHER DEFENSE
Registration Number:	3839815	MICHIGAN AUTO TITLE SERVICE
Registration Number:	3508678	ORYX INSURANCE BROKERAGE INCORPORATED
Registration Number:	3052050	PDP TECHNOLOGIES
Registration Number:	4335967	SIMPLY ELT
Registration Number:	3674223	ECOMIND
Registration Number:	3674264	ECOMIND
Registration Number:	3662190	WARRANTY SOLUTIONS
Registration Number:	5363784	WARRANTY SOLUTIONS
Registration Number:	2750002	VEMECO
Registration Number:	4871821	CAMPERSEGE
Registration Number:	4871820	CAMPERSEGE
Registration Number:	5427976	CUSTOMEDGE
Registration Number:	3915875	CUSTOM EDGE POWERED BY W
Registration Number:	4084806	M2M EXTENDED SERVICE PLAN
Registration Number:	5822134	MAINTENANCE EDGE
Registration Number:	5822133	MAINTENANCE EDGE
Registration Number:	5822132	MAINTENANCEEDGE
Registration Number:	3506922	MILEEDGE
Registration Number:	4160231	OWNER EDGE
Registration Number:	5341473	PERFORMANCEGUARD PROTECTION PLAN
Registration Number:	3506921	POWEREDGE
Registration Number:	1884440	PREFERRED SERVICE PLAN
Registration Number:	2535685	REPAIRMASTER
Registration Number:	5066183	SAPPHIRE JEWELRY AND WATCH PROTECTION PL
Registration Number:	2916881	VSC ONLINE
Registration Number:	1402490	WARRANTTECH
Registration Number:	1843182	WARRANTTECH
Registration Number:	4284034	SMARTGUARD
Serial Number:	88379190	AG/EWT
Serial Number:	88348553	AG/ETCH
Serial Number:	88349878	AG/ETCH AUTOGUARD VEHICLE THEFT PROTECTI
Serial Number:	88622842	QR 360
Serial Number:	88696554	

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006839 FRAME: 0466**

Fax Number: 2124464900

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: 2123904147

Email: amanda.cirella@kirkland.com

Correspondent Name: Amanda Cirella (Paralegal)

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	44522-4
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NAME OF SUBMITTER:	Amanda Cirella
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SIGNATURE:	//Amanda Cirella//
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DATE SIGNED:	01/16/2020
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Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of January 10, 2020, by AMERICAN AUTO GUARDIAN, LLC, a Delaware limited liability company, AMT WARRANTY CORP., a Delaware corporation, AMYNTA AGENCY INC., a Delaware corporation, BUILDERS & TRADESMEN'S INSURANCE SERVICES, INC., a California corporation, FIRST NONPROFIT COMPANIES, INC., an Illinois corporation, GUARDSMAN US LLC, a Delaware limited liability company, MICHIGAN AUTO TITLE SERVICE, INC., a Michigan corporation, ORYX INSURANCE BROKERAGE INC., a New York corporation, PDP GROUP, INCORPORATED, a Maryland corporation, TAG WARRANTY SOLUTIONS, INC., a Delaware corporation, VEMECO, INC., a Connecticut corporation, and WARRANTECH CORPORATION, a Nevada Corporation (individually, a "**Grantor**", and, collectively, the "**Grantors**"), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of January 10, 2020 (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 Second 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 Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second 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 Second 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 Second 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.]

WARRANTECH CORPORATION
VEMECO, INC.
BUILDERS & TRADESMEN'S INSURANCE
SERVICES, INC.
ORYX INSURANCE BROKERAGE, INC.
PDP GROUP, INCORPORATED
TAG WARRANTY SOLUTIONS, INC.
AMERICAN AUTO GUARDIAN, LLC
MICHIGAN AUTO TITLE SERVICE, INC.
GUARDSMAN US LLC
FIRST NONPROFIT COMPANIES, INC.
AMT WARRANTY CORP.

By: _____


Name: Joshua Damon
Title: Vice President

AMYNTA AGENCY INC.

By: _____


Name: Joshua Damon
Title: Executive Vice President

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent










By: 
Name: MARCUS COLWELL
Title: MANAGING DIRECTOR







[Trademark Security Agreement]




TRADEMARK
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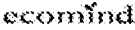



Schedule I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American Auto Guardian, LLC	3,111,391	AAGI (and Design) 
American Auto Guardian, LLC	5,277,892	AAGI (Stylized) 
American Auto Guardian, LLC	5,277,891	AAGI (Stylized) 
American Auto Guardian, LLC	5,277,894	AG+ (Stylized) 
American Auto Guardian, LLC	5,277,893	AG+ (Stylized) 
American Auto Guardian, LLC	5,629,008	AG/CLW (and Design) 
American Auto Guardian, LLC	5,629,009	AG/CLW AUTOGUARD CERTIFIED LIMITED WARRANTY (and Design) 
American Auto Guardian, LLC	5,629,055	AG/EWT AUTOGUARD EXCESS WEAR & TEAR (and Design) 
American Auto Guardian, LLC	5644837	AG/GAP (and Design) 
American Auto Guardian, LLC	5,628,997	AG/PPM AUTOGUARD PREPAID MAINTENANCE (and Design)





OWNER	REGISTRATION NUMBER	TRADEMARK
American Auto Guardian, LLC	5,629,142	 AG/VEHICLE SHIELD (and Design) 
American Auto Guardian, LLC	5,123,765	AUTOGUARD (and Design) 
American Auto Guardian, LLC	2,637,875	AUTOGUARD AUTOGUARD (Stylized)
American Auto Guardian, LLC	5,277,899	
American Auto Guardian, LLC	5,277,896	AUTOGUARD (Stylized)  AUTOGUARD VEHICLE SHIELD (and Design)
American Auto Guardian, LLC	4,549,002	
American Auto Guardian, LLC	2,657,330	PREMIUM CAR CARE
American Auto Guardian, LLC	3,715,257	“WE SUCCEED ONLY WHEN YOU DO!” WHEELZ (and Design)
American Auto Guardian, LLC	4,514,312	
American Auto Guardian, LLC	2,620,924	WHEELZ WHEELZ (Stylized)
American Auto Guardian, LLC	5,277,901	
American Auto Guardian, LLC	5,277,900	WHEELZ (Stylized) 

OWNER	REGISTRATION NUMBER	TRADEMARK
American Auto Guardian, LLC	5,822,566	AG/GAP AUTOGUARD GUARANTEED ASSET PROTECTION (and Design) 
American Auto Guardian, LLC	5,764,372	AG/PPM (and Design) 
Amynta Agency Inc.	5933171	Design
Amynta Agency Inc.	5932947	AMYNTA
Amynta Agency Inc.	5933170	AMYNTA THE AMYNTA GROUP (Stylized/Design)
Amynta Agency Inc.	5932946	THE AMYNTA GROUP
AMT Warranty Corp.	5921302	FUTUREPROOF PROTECT
Builders & Tradesmen's Insurance Services, Inc.	3264996	ONE-SHOT
Builders & Tradesmen's Insurance Services, Inc.	3228875	VICTORY
First Nonprofit Companies, Inc.	2291002	FIRST NONPROFIT
Guardsman US LLC	5292246	ADVANCEDGUARD
Guardsman US LLC	1652445	COB NOB
Guardsman US LLC	4660888	COOLGUARD
Guardsman US LLC	2326618	CORN COB HOLDER DESIGN
Guardsman US LLC	4732837	FURNISH FEARLESSLY
Guardsman US LLC	1184842	GUARDSMAN
Guardsman US LLC	646965	GUARDSMAN
Guardsman US LLC	2300352	GUARDSMAN (+OVAL SHIELD DESIGN)
Guardsman US LLC	2739069	GUARDSMAN FURNITURE PRO
Guardsman US LLC	3179775	GUARDSMAN PRO SERIES (+DESIGN)
Guardsman US LLC	4847344	WEATHER DEFENSE
Michigan Auto Title Service, Inc.	3839815	Michigan Auto Title Service
Oryx Insurance Brokerage Inc.	3508678	
PDP Group, Incorporated	3052050	PDP TECHNOLOGIES
PDP Group, Incorporated	4335967	SIMPLY ELT

OWNER	REGISTRATION NUMBER	TRADEMARK
TAG Warranty Solutions, Inc.	3674223	ECOMIND
TAG Warranty Solutions, Inc.	3674264	
TAG Warranty Solutions, Inc.	3662190	WARRANTY SOLUTIONS
TAG Warranty Solutions, Inc.	5363784	WARRANTY SOLUTIONS
Vemeco, Inc.	2750002	VEMECO
Warrantech Corporation	4871821	
Warrantech Corporation	4871820	CAMPERSEEDGE
Warrantech Corporation	5427976	CUSTOMEDGE
Warrantech Corporation	3915875	
Warrantech Corporation	4084806	
Warrantech Corporation	5822134	Maintenance Edge
Warrantech Corporation	5822133	Maintenance Edge
Warrantech Corporation	5822132	MAINTENANCEEDGE
Warrantech Corporation	3506922	MILEEDGE
Warrantech Corporation	4160231	
Warrantech Corporation	5341473	PERFORMANCEGUARD PROTECTION PLAN
Warrantech Corporation	3506921	POWEREDGE
Warrantech Corporation	1884440	PREFERRED SERVICE PLAN
Warrantech Corporation	2535685	REPAIRMASTER
Warrantech Corporation	5066183	SAPPHIRE JEWELRY AND WATCH PROTECTION PLAN
Warrantech Corporation	2916881	
Warrantech Corporation	1402490	WARRANTECH
Warrantech Corporation	1843182	WARRANTECH

OWNER	REGISTRATION NUMBER	TRADEMARK
Warrantech Corporation	4284034	SMARTGUARD

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
American Auto Guardian, LLC	88379190	AG/EWT 
American Auto Guardian, LLC	88348553	AG/ETCH (and Design) 
American Auto Guardian, LLC	88349878	AG/ETCH AUTOGUARD VEHICLE THEFT PROTECTION (and Design) 
American Auto Guardian, LLC	88622842	QR360 
First Nonprofit Companies, Inc.	88696554	Red Ball Design