

10-07-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD/ TRAIL 102854678

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

National Electronics Warranty Corporation

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 08/17/2004

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce,

Internal Address: as Collateral Agent

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other

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)
Additional name(s) & address(es) attached? Yes No

Handwritten date: 9/23/04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/243,817 and add'l trademarks listed on Schedule I

B. Trademark Registration No.(s) 2,202,043 and add'l trademarks listed on Schedule I

Additional number(s) attached Yes No

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

Name: Luis Rodriguez

Internal Address: Corporation Service Company 1133 Avenue of the Americas Suite 3100 New York, NY 10036

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 3.41):

\$ 1065.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

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01 FC:4521 02 FC:8322

40.00 DP 1025.00 DP

Maureen P. Murphy Name of Person Signing

Handwritten signature: Maureen P. Murphy

September 8, 2004 Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



09-23-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK REEL: 003058 FRAME: 0444

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2004, made by National Electronics Warranty Corporation (the "Grantor"), in favor of Canadian Imperial Bank of Commerce, acting through its New York Agency, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Grantor is a party to a Pledge and Security Agreement of even date herewith (the "Pledge and Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Pledge of Security Interest in Trademark Collateral. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NATIONAL ELECTRONICS WARRANTY
CORPORATION

By: _____


Name: Jeffrey B. Kramp


Title: Senior Vice President, Secretary and
General Counsel

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 003058 FRAME: 0447




Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE
as Collateral Agent







By: 
Name: *Brian E. O'Callahan*
Title: *MANAGING DIRECTOR*


[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Owner ¹	App. / Reg. No.	Class(es)	Date Filed / Registered
APPLIANCE PROTECTION PLUS	N	2,202,043	36	11/03/1998
CONNECTING CONSUMERS WITH THEIR PRODUCTS	N	76/243,817	35	04/19/2001
CONNECTING CONSUMERS WITH THEIR PRODUCTS	N	76/243,818	36	04/19/2001
CONNECTING CONSUMERS WITH THEIR PRODUCTS	N	76/243,819	42	04/19/2001
CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS	N	2,414,286	36	12/19/2000
E=CRM2	N	76/332,603	35, 37	10/31/2001
E=CRM2	N	76/332,602	36	10/31/2001
E=CRM2	N	76/332,604	42	10/31/2001
E=CRM2 (& Design) 	N	76/447,425	35, 36	09/05/2002
GET IT FIXED RIGHT. NOW.	N	2,474,254	35	07/31/2001
GET IT FIXED RIGHT. NOW.	N	2,472,196	37	07/24/2001
GET IT FIXED RIGHT. NOW.	N	2,493,261	42	09/25/2001
I WANT A NEW ONE!	N	2,414,287	36	12/19/2000
KEEP IT NEW (& Design) 	N	1,527,326	36	02/28/1989
KEEP IT NEW!	N	2,006,401	36	10/08/1986
N.E.W. PRODUCT ASSIST	N	2,299,328	42	12/14/1999
NEW (& Design) 	N	2,411,864	35	12/12/2000

¹ N = National Electronics Warranty Corporation, G = Genco Distribution Systems, Inc.

Mark	Owner ¹	App. / Reg. No.	Class(es)	Date Filed / Registered
NEW (& Design) 	N	2,368,059	36	07/18/2000
PLAY IT AGAIN CD PLAN	N	2,241,143	36	04/20/1999
PRICE PLUS	N	1,747,399	36	01/19/1993
REPAIR.COM	N	2,454,276	35	05/22/2001
REPAIR.COM	N	2,554,209	36	03/26/2002
REPAIR.COM	N	2,464,724	42	06/26/2001
REPAIRNOW	N	75/805,863	35	09/21/1999
REPAIRNOW	N	75/805,862	37	09/21/1999
REPAIRNOW	N	75/804,788	42	09/21/1999
REPAIRNOW.COM	N	2,449,889	35	05/08/2001
REPAIRNOW.COM	N	2,448,293	41	05/01/2001
REPAIRNOW.COM (& Design) 	N	2,437,556	35	03/20/2001
REPAIRNOW.COM (& Design) 	N	2,448,290	37	05/01/2001
REPAIRNOW.COM (& Design) 	N	2,448,292	42	05/01/2001
SATISFACTION PLUS	N	1,737,026	36	12/01/1992
TECHNICARD	N	2,425,496	37, 42	01/30/2001
THE GLITCH	N	75/696,171	35	05/03/1999
THE GLITCH	N	75/696,156	37	05/03/1999
The Glitch Design 	N	75/805,864	35	09/21/1999
The Glitch Design 	N	75/804,221	37	09/21/1999

Mark	Owner ¹	App. / Reg. No.	Class(es)	Date Filed / Registered
The Glitch Design 	N	75/804,220	42	09/21/1999
WELCOME TO THE NEW WAY OF DOING BUSINESS	N	2,368,058	35	07/18/2000
WELCOME TO THE NEW WAY OF DOING BUSINESS	N	2,311,922	36	01/25/2000
WHOLE HOME PLAN	N	2,284,173	36	10/05/1999
WOW!	N	2,234,920	35	03/23/1999