

01-04-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Resub 12.19.98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 38 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1833 FRAME: 0951

FORM PTO-1618B
Expires 06/30/99
OMB 0931-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(305) 577-2875

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75-286,843"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,970,959"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,058,984"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:


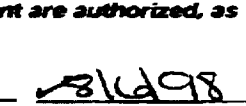
#

Authorization to charge additional fees:

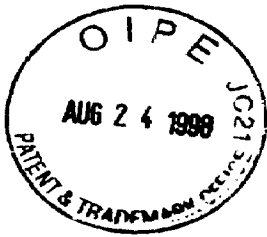
Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing Signature Date Signed



**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

NATIONAL AUTO FINANCE COMPANY, INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 9, 1998, by BankBoston, N.A., a national banking association with its executive offices at 100 Federal Street, Boston, Massachusetts 02110, as Agent (in such capacity, the "Agent") for (i) itself and the other lending institutions (hereafter, collectively, the "Banks") which are parties to a Revolving Credit Agreement dated as of September 29, 1997 (as amended and in effect from time to time, the "Credit Agreement"), among National Auto Finance Company, Inc. (the "Company"), the Banks and the Agent.

WHEREAS, the Company and the Agent entered into (a) the Credit Agreement, (b) a Security Agreement, dated as of September 29, 1997 (as amended and in effect from time to time, the "Security Agreement"), and (c) a Trademark Collateral Security and Pledge Agreement dated as of September 29, 1997 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office on or about October 9, 1997 at Reel 1648, Frame 0552, each for the purpose of securing certain obligations of the Company to the Banks;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement, and the Trademark Agreement, the Company granted the Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreement), including without limitation the trademarks identified on Exhibit A attached hereto, and pledged and mortgaged, (but did not transfer title to) the Pledged Trademarks to the Agent; and

WHEREAS, the Company, the Banks and the Agent have terminated the Credit Agreement; and the Agent has agreed to terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Credit Agreement and the Trademark Agreement:

The Agent hereby terminates and releases its security interest and first priority lien on the Pledged Trademarks granted pursuant to the Credit Agreement, the Security Agreement and the Trademark Agreement, including without limitation the Pledged Trademarks identified on Exhibit A attached hereto, and the Agent hereby assigns and transfers to the Company, without recourse, the Agent's entire right, title and interest in and to the Pledged Trademarks granted pursuant to the Credit Agreement, the Security Agreement and the

