

FORM PTO-1618A  
Expiry Date: 08/31/02  
OMB 0651-0027



05-14-1999



101000485

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other **Termination & Release**

Conveying Party

8-24-98

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
01091998

Name Bank Boston, N.A.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other National Banking Association

Citizenship/State of Incorporation/Organization State of Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name National Auto Finance Company, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 621 N.W. 53rd Street

Address (line 2) Suite 200

Address (line 3) Boca Raton

Florida

33487

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization State of Delaware

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. (Assignment must be a separate document from Assignment)

40E  
NOSP  
Fee

FOR OFFICE USE ONLY

1998 PATENT 00000100 73236643

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Mail documents to be recorded with required cover sheet(s) to:  
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FORM PTO-1618B  
Expires 03/31/99  
Rev. 02/21/97

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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: \_\_\_\_\_

Name: Bingham Dana LLP  
ANDREA O. LEFEBVRE

Address (line 1): 150 Federal Street

Address (line 2): Boston, MA 02110

Address (line 3): \_\_\_\_\_

Address (line 4): \_\_\_\_\_

**Pages**

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

# 3

**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)		
<u>75-286,843</u>	_____	_____	<u>1,970,959</u>	_____	_____
_____	_____	_____	<u>2,058,984</u>	_____	_____
_____	_____	_____	_____	_____	_____

**Number of Properties**

Enter the total number of properties involved.

# \_\_\_\_\_

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Enclosed

Deposit Account

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.

[Signature]  
Name of Person Signing

[Signature]  
Signature

2/16/98  
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

BUSDOCS:633293.1

**TRADEMARK  
REEL: 1861 FRAME: 0943**



**EXHIBIT A****Trademarks and Trademark Registrations**

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office</u>	
	<u>Registration No.</u>	<u>Registration Date</u>
Credit Clinic	1,970,959	April 30, 1996
Your Primary Secondary Source	2,058,984	May 6, 1997

<u>Trademark or Service Mark</u>	<u>Pending Applications -- United States Patent and Trademark Office</u>	
	<u>Serial No.</u>	<u>Filing Date</u>
ACCH	75-286,843	

BUSDOCS:633293.1

\*\* TOTAL PAGE.06 \*\*