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06-09-2003

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U.S. DEPARTMENT OF
Patent and Trademark

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6-9-03

Tab settings

To the Honorable Commissioner of Pa



102467108

ached original documents or copy thereof.

1. Name of conveying party(ies):
AUTO ADVISORS, L.L.C.

2. Name and address of receiving party(ies)

Dymas Funding Company, LLC, as Administrative Agent

Internal Address:

Street Address : 1 North Franklin Street, Ste. 3500

Chicago State: IL Zip: 60606

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other Nebraska Limited Liability Company

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

- ☐ Individual(s) citizenship
☐ Association

- ☐ General Partnership
☐ Limited Partnership
☐ Corporation State

☒ Other Delaware Limited Liability Company

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

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

3. Nature of conveyance:

- X Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 29, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)
76-187,423

B. Trademark Registration
- NONE -

Additional numbers attached? NO

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

Name:

RETURN TO:

FEDERAL RESEARCH CORP

1030 15th STREET NW

Street Address SUITE 920

WASHINGTON DC 20005

City: Stat ZIP

6. Total number of applications and
registrations



7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/10/2003 6TON11 00000031 76187423

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9. 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
of the original document.

Rebecca L. Foley

Name of Person

Signature

06/04/03

Date

Total number of pages including cover sheet, attachments, and

5

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

TRADEMARK
REEL: 002748 FRAME: 0598

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, AUTO ADVISORS, L.L.C., a Nebraska limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated May 30, 2003 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 29, 2003.

AUTO ADVISORS, L.L.C., a Nebraska limited liability company

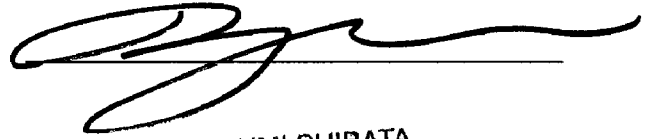
By: 

Name: Robert Hamrell

Title: Vice President

STATE OF New York
COUNTY OF New York ^{SS.:}

On this 29th day of May, 2003, before me personally came Robert Haswell,
to me known to be the person who executed the foregoing instrument, and who, being duly
sworn by me, did depose and say that she/he is the Vice President of AUTO
ADVISORS, L.L.C., a Nebraska limited liability company, and that she/he executed the
foregoing instrument in the firm name of AUTO ADVISORS, L.L.C., and that she/he had
authority to sign the same, and she/he acknowledged to me that she/he executed the same as the
act and deed of said firm for the uses and purposes therein mentioned.



MEGUMI SHIBATA
Notary Public, State of New York
No. 01SH6081898
Qualified in New York County
Commission Expires Oct. 15, 2006

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademark Application

<u>TRADEMARK DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
SERVICE ALERT	76-187,423	12/28/2000

Trademark Security Agreement

RECORDED: 06/09/2003

**TRADEMARK
REEL: 002748 FRAME: 0602**