

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Direct General Corporation		03/30/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc., as Collateral Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2067720	DIRECT GENERAL CORPORATION
Registration Number:	1958152	DIRECT GENERAL INSURANCE AGENCY
Registration Number:	2061917	DIRECT GENERAL INSURANCE COMPANY
Registration Number:	2400463	DIRECT DIRECT GENERAL CORPORATION
Registration Number:	2466840	THE DIRECT WAY
Registration Number:	2979853	DIRECT CASH ADVANCE
Serial Number:	78743546	DIRECT
Registration Number:	2111070	DIRECT GENERAL FINANCIAL SERVICES

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$215.00 2067720

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009350/0321
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/02/2007

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 30, 2007 is made by DIRECT GENERAL CORPORATION, a Tennessee corporation, located at 1281 Murfreesboro Road, Nashville, Tennessee 37214 (the "Borrower"), in favor of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ELARA HOLDINGS, INC., a Delaware corporation ("Holdings"), the Borrower, the Lenders, the Agent, and BEAR, STEARNS & CO. INC., as Sole Lead Arranger and Sole Bookrunner.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Security Agreement, dated as of March 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a first priority security interest in and continuing lien on all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the exceptions set forth in Section 2 of the Security Agreement, the Borrower hereby pledges and grants to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the

Agent, for the ratable benefit of the Secured Parties, a first priority security interest in and continuing lien on all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

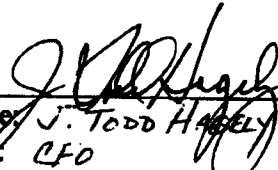
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

DIRECT GENERAL CORPORATION,
as Borrower

By: 
Name: J. Todd Haggely
Title: CEO

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent

By: _____
Name:
Title:

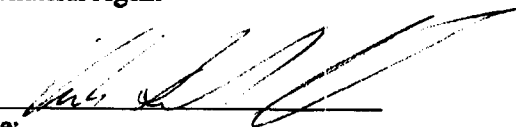
[Signature Page to Security Interest in Trademark Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

DIRECT GENERAL CORPORATION,
as Borrower

By: _____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent

By: 
Name:
Title:

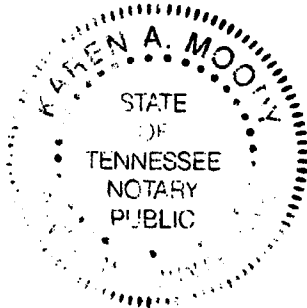
VICTOR BULZACCHELLI
VICE PRESIDENT

[Signature Page to Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF BORROWER

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

On the 4th day of April, 2007, before me personally came J. Todd Hagely, who is personally known to me to be the CFO of DIRECT GENERAL CORPORATION, a Tennessee corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Karen A. Moody
Notary Public

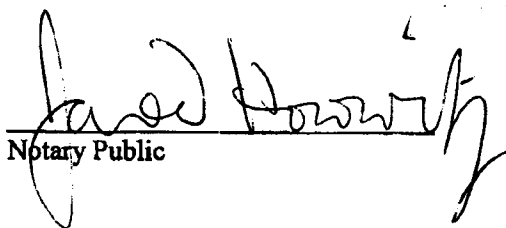
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[Signature Page to Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 9th day of April, 2007, before me personally, came Victor Butzadellis who is personally known to me to be the Vice President of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

JARED T. HOROWITZ
Notary Public, State of New York
No. 02HO6142292
Qualified in New York County
Commission Expires March 13, 2010

[Signature Page to Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
DIRECT GENERAL CORPORATION	2,067,720
DIRECT GENERAL INSURANCE AGENCY	1,958,152
DIRECT GENERAL INSURANCE COMPANY	2,061,917
DIRECT GENERAL CORPORATION (and design)	2,400,463
THE DIRECT WAY	2,466,840
DIRECT CASH ADVANCE	2,979,853
DIRECT (and design)	78/743,546
DIRECT GENERAL FINANCIAL SERVICES	2,111,070