

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Direct General Consumer Products, Inc.		03/30/2007	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bear Stearns Corporate Lending Inc., as Collateral Agent		
<b>Street Address:</b>	383 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10179		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3095346	THE FREEDOM OF CASH, THE EASE OF A CARD.	
Registration Number:	3100478	CASH READY, CARD EASY	
Registration Number:	3030386	THE FREEDOM OF CASH, THE CONVENIENCE OF A CARD!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	009350/0321		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		

OP \$90.00 3095346

Signature:	/kh/
Date:	05/02/2007
Total Attachments: 7 source=DGenCPro#page1.tif source=DGenCPro#page2.tif source=DGenCPro#page3.tif source=DGenCPro#page4.tif source=DGenCPro#page5.tif source=DGenCPro#page6.tif source=DGenCPro#page7.tif	

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 CONSUMER PRODUCTS, INC., a Tennessee corporation, located at 1281 Murfreesboro Road, Nashville, Tennessee 37214 (the "Grantor"), 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"), DIRECT GENERAL CORPORATION, a Tennessee corporation and parent of Grantor (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 Grantor and certain other Subsidiaries of the Borrower have 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor'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 Grantor 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 Grantor 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 CONSUMER PRODUCTS, INC.,  
as Grantor

By:   
Name: J. TODD HAGELY  
Title: PRESIDENT & CEO

BEAR STEARNS CORPORATE LENDING INC.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

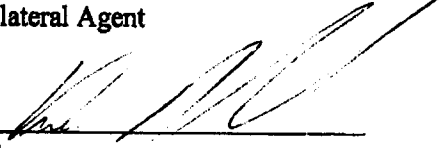
[Signature Page to Security Interest in Trademark Rights]

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 CONSUMER PRODUCTS, INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

BEAR STEARNS CORPORATE LENDING INC.,  
as Collateral Agent

By:   
Name:  
Title:

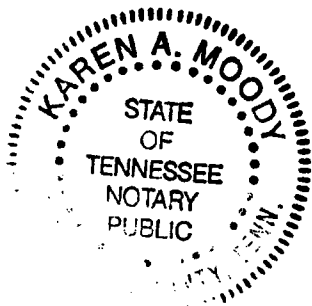
VICTOR BULZACCHELLI  
VICE PRESIDENT

[Signature Page to Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF GRANTOR

STATE OF TENNESSEE )  
  ) ss  
COUNTY OF DAVIDSON )

On the 9<sup>th</sup> day of April, 2007, before me personally came J. Todd Hagely, who is personally known to me to be the PRESIDENT & CEO of DIRECT GENERAL/CONSUMER PRODUCTS, INC., a Tennessee corporation; who, being duly sworn, did depose and say that she/he is the PRESIDENT & CEO 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

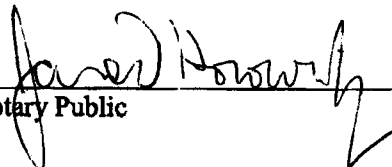
(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York         )  
  ) ss  
COUNTY OF New York     )

On the 9<sup>th</sup> day of April, 2007, before me personally came Victor Pulzanchelli, 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**

<b>Trademark</b>	<b>Registration or Serial Number</b>
THE FREEDOM OF CASH, THE EASE OF A CARD	3,095,346
CASH READY, CARD EASY	3,100,478
THE FREEDOM OF CASH, THE CONVENIENCE OF A CARD!	3,030,386

009350-0321-10476-NY01.2639728

**RECORDED: 05/02/2007**

**TRADEMARK  
REEL: 003533 FRAME: 0417**