

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
INTERSTATE AUTO GROUP, INC.		04/30/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	CAPITALSOURCE FINANCE, LLC		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2285777	AUTO MASTER	
CORRESPONDENCE DATA			
Fax Number:	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7037448000		
Email:	LKOLO@PATTONBOGGS.COM		
Correspondent Name:	Lacy Kolo		
Address Line 1:	Patton Boggs, LLP		
Address Line 2:	8484 Westpark Drive, Suite 900		
Address Line 4:	mclean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	013043.0470		
NAME OF SUBMITTER:	LACY KOLO		
Signature:	/LACY KOLO/		
Date:	05/08/2009		

OP \$40.00 2285777

Total Attachments: 10
source=IPSA#page1.tif
source=IPSA#page2.tif
source=IPSA#page3.tif
source=IPSA#page4.tif
source=IPSA#page5.tif
source=IPSA#page6.tif
source=IPSA#page7.tif
source=IPSA#page8.tif
source=IPSA#page9.tif
source=IPSA#page10.tif

FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made and effective as of April 30, 2009, by UNIVERSAL ACCEPTANCE CORP., a Minnesota corporation, INTERSTATE AUTO GROUP, INC., a Minnesota corporation, INTERSTATE AUTO GROUP, INC. (NE), a Nebraska corporation, INTERSTATE AUTO GROUP, INC. (IA), an Iowa corporation, INTERSTATE AUTO GROUP, INC. (KS), a Kansas corporation, INTERSTATE AUTO GROUP, INC. (MN), a Minnesota corporation, INTERSTATE AUTO GROUP, INC. (MO), a Missouri corporation, INTERSTATE AUTO GROUP (WA), INC., a Washington corporation, UNIVERSAL ACCEPTANCE CORPORATION (NE), a Nebraska corporation, UNIVERSAL ACCEPTANCE CORPORATION (IA), an Iowa corporation, UNIVERSAL ACCEPTANCE CORPORATION (KS), a Kansas corporation, UNIVERSAL ACCEPTANCE CORPORATION (MN), a Minnesota corporation, UNIVERSAL ACCEPTANCE CORPORATION (MO), a Missouri corporation, UNIVERSAL ACCEPTANCE CORPORATION (WA), a Washington corporation, and CH&F HOLDINGS, LLC, a Delaware limited liability company, UAC AM Collection, LLC, a Minnesota limited liability company, Universal Acceptance Corporation (OK), an Oklahoma corporation, Universal Acceptance Corporation (TX), a Texas corporation, Universal Acceptance Corporation (MN-AR), a Minnesota corporation, Universal Acceptance Corporation (CO), a Colorado corporation, Interstate Auto Group, Inc. (OK), an Oklahoma corporation, Interstate Auto Group, Inc. (AR), an Arkansas corporation, Interstate Auto Group, Inc. (CO), a Colorado corporation and Texas IAG, Inc., a Texas corporation (including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the IP Security Agreement, and if not defined therein, in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Loan Agreement, dated as of July 27, 2007, by and among the Grantor, the Agent and the Lenders (as it has been and may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

WHEREAS, Grantor and Agent entered into that certain Intellectual Property Security Agreement dated as of July 27, 2007 (the "IP Security Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Grantor has acquired additional Trademarks, which, pursuant to the terms of the Loan Agreement, are Collateral securing the Obligations;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into various Loan Documents and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Trademark Schedule. Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the Trademark Collateral set forth on Schedule B to this Amendment.

2. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement or the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

UNIVERSAL ACCEPTANCE CORPORATION

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC.

By: 
Name: Donald Griffin
Title: President


INTERSTATE AUTO GROUP, INC. (NE)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (IA)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (KS)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (MN)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (MO)

By: 
Name: Donald Griffin
Title: President


INTERSTATE AUTO GROUP (WA), INC.

By: 
Name: Donald Griffin
Title: President

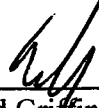
**UNIVERSAL ACCEPTANCE CORPORATION
(NE)**

By: 
Name: Donald Griffin
Title: President

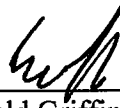
**UNIVERSAL ACCEPTANCE CORPORATION
(IA)**

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(KS)**

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(MN)**

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(MO)**

By: 
Name: Donald Griffin
Title: President

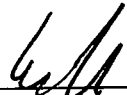
**UNIVERSAL ACCEPTANCE CORPORATION
(WA)**

By: 
Name: Donald Griffin
Title: President

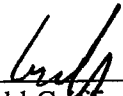
CH&F HOLDINGS, LLC

By: 
Name: Donald Griffin
Title: President


UAC AM COLLECTION, LLC

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(OK)**

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(TX)**

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(MN-AR)**

By: 
Name: Donald Griffin
Title: President

**UNIVERSAL ACCEPTANCE CORPORATION
(CO)**

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (OK)

By: 
Name: Donald Griffin
Title: President

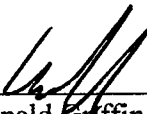
INTERSTATE AUTO GROUP, INC. (AR)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (CO)

By: 
Name: Donald Griffin
Title: President

TEXAS IAG, INC.

By: 
Name: Donald Griffin
Title: President

AGENT:

CAPITALSOURCE FINANCE LLC


By: 
Name: Sue J. Choi
Title: Senior Counsel

EXHIBIT A

IP Security Agreement

(See attached)

SCHEDULE B

TRADEMARK COLLATERAL

Registered Trademarks

TRADEMARK	SERIAL NUMBER	REGISTRATION DATE
Auto Master	2285777	October 12, 1999