

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREAT AMERICAN INSURANCE COMPANY		10/30/2009	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PREMIER DEALER SERVICES, INC.		
<b>Street Address:</b>	9449 BALBOA AVENUE		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92123		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2295434	PREMIER DEALER SERVICES	
<b>Registration Number:</b>	2354943	PREMIER DEALER SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(859)578-3869		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	859-578-3851		
<b>Email:</b>	jratliff@hemmerlaw.com		
<b>Correspondent Name:</b>	JANIE M RATLIFF		
<b>Address Line 1:</b>	250 GRANDVIEW DRIVE		
<b>Address Line 2:</b>	SUITE 200		
<b>Address Line 4:</b>	FT MITCHELL, KENTUCKY 41017		
<b>NAME OF SUBMITTER:</b>	Janie M. Ratliff		
<b>Signature:</b>	/Janie M. Ratliff/		

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**900148402**

**TRADEMARK  
 REEL: 004101 FRAME: 0925**

Date:

11/24/2009

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AND CONSENT AGREEMENT ON USAGE**

This Agreement, effective the 30<sup>th</sup> day of September is by and between Great American Insurance Company, an Ohio corporation ("GAIC"), whose principal place of business is located at 580 Walnut Street, Cincinnati, Ohio 45202, and Premier Dealer Services, Inc., an Illinois corporation ("PDS"), whose principal place of business is located at 9449 Balboa Avenue, Suite 300, San Diego, California 92123.

**WITNESSETH**

WHEREAS, GAIC is the owner of U.S. Trademark registrations No. 2,295,434 for the mark PREMIER DEALER SERVICES, and Reg. No 2,354,943 for the mark PREMIER DEALER SERVICES and design (the "Assigned Trademarks"); and

WHEREAS, GAIC also owns US Trademark registrations for the marks set forth on Schedule A hereto, and intends to retain the rights in these marks (the "Retained Trademarks")

WHEREAS, PDS desires to acquire the Assigned Trademarks;

WHEREAS, GAIC and PDS wish to reach an agreement related to the transfer and assignment of the Assigned Marks, and the usage rights for the Retained Marks.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties agree as follows:

1. Assignment. GAIC hereby assigns to PDS all right, title, and interest in and to the trademarks PREMIER DEALER SERVICES (U.S. Registration No. 2,295,434) and PREMIER DEALER SERVICES & design (U.S. Registration No. 2,354,943), and the goodwill of the business symbolized thereby.

2. Retained Trademarks. GAIC shall retain all right, title and interest in the Retained Trademarks listed on Schedule A attached hereto. GAIC agrees that it shall not use the Retained Marks for products and insurance services competitive to those offered by PDS under the Premier Dealer Services trademarks, namely for administrative services related to the sale of

vehicle service contracts, limited warranties and related after market products sold by automotive dealerships.

PDS agrees that, unless GAIC consents in writing to any proposed expanded usage of the mark PREMIER or the globe design found in U.S. Registration No. 2,354,943 ("Globe Design"), that PDS shall limit its use of the PREMIER and Globe Design to administrative services related to the sale of vehicle service contracts, limited warranties and related after market products sold by automotive dealerships.

Should GAIC abandon the Retained Trademarks by failing to use them and failing to maintain the registrations for the marks, then PDS can claim and use the marks for any of its services without breaching this Agreement.

PDS shall have the right of first refusal to acquire any of the Retained Trademark which GAIC wishes to sell, assign or otherwise transfer.

3. Miscellaneous. This Agreement shall be governed in accordance with laws of the State of Ohio. All disputes under this Agreement shall be resolved by the state and federal courts located in Hamilton County, Ohio and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties' successors and assigns. This Agreement and the licenses granted hereunder shall not be assigned by PDS without the express written consent of GAIC. No waiver by either party of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this Agreement. Any term, clause or provision of this Agreement found by a court to be invalid and/or unenforceable shall be deemed to be severed from this Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, by their duly authorized officers.

GREAT AMERICAN INSURANCE COMPANY

By: *Paul Schultz*  
Title: DIV SVP  
Date: 10/30/09

STATE OF OHIO            )  
                                  :  
COUNTY OF HAMILTON )    SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, of Great American Insurance Company, an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

PREMIER DEALER SERVICES, INC.

By: *[Signature]*  
Title: President  
Date: 10/30/2009

STATE OF OHIO            )  
                                  :  
COUNTY OF HAMILTON )    SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, of Premier Dealer Services, Inc., an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

schedule a

Trademark	Registration No.	Country
Globe design	2,383,994	USA
GLOBAL PREMIER	636,275	Canada
GLOBAL PREMIER	2,480,377	USA
PREMIER & globe design	3,144,268	USA
PREMIER LEASE & LOAN SERVICES	2,339,366	USA
PREMIER LEASE & LOAN SERVICES	1,296,904	European Community
PREMIER ON DEMAND	3,132,290	USA

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