

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
Credit Acceptance Corporation		02/01/2010	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Comerica Bank, as Collateral Agent
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2699904	ASK OTTO
Registration Number:	2644387	CREDIT ACCEPTANCE WE CHANGE LIVES!
Registration Number:	2657196	
Registration Number:	2660738	WE CHANGE LIVES!
Registration Number:	2887186	OTTO
Registration Number:	3647518	CAPS
Registration Number:	3045350	CAPS CREDIT APPROVAL PROCESSING SYSTEM
Registration Number:	3564263	ASK ABOUT OUR GUARANTEED CREDIT APPROVAL

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP
 Address Line 1: 201 South Division, Ste 400

OP \$215.00 2699904

900153543

**TRADEMARK
 REEL: 004141 FRAME: 0169**

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

Signature: /Angela Alvarez Sujek/

Date: 02/01/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2010, between Credit Acceptance Corporation (the "Debtor") and Comerica Bank ("Comerica"), as collateral agent for the benefit of the Credit Agreement Secured Parties, the Senior Notes Secured Parties and the Additional Secured Parties (each as defined in the Intercreditor Agreement referenced below) (in such capacity, together with its successors in such capacity under the Intercreditor Agreement referred to below, the "Collateral Agent").

WITNESSETH

A. WHEREAS, Comerica in its capacities as Collateral Agent and Authorized Representative for the Credit Agreement Secured Parties, has entered into that Certain Amended and Restated Intercreditor Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement") with the Debtor, the Guarantors named therein and U.S. Bank National Association as the Senior Notes Authorized Representative (as referred to therein).

B. WHEREAS, pursuant to the Credit Agreement Documents and the Senior Notes First Lien Documents (each as defined in the Intercreditor Agreement), the Debtor, together with the other Debtors named therein, have executed and delivered that certain Fourth Amended and Restated Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Collateral Agent for the benefit of the Benefited Parties (as defined in the Intercreditor Agreement) of a continuing security interest in all of the Trademark Collateral (as defined below) to secure the First Lien Obligations (as defined in the Intercreditor Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtor agrees, for the benefit of the Collateral Agent, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the First Lien Obligations, the Debtor hereby mortgages, pledges and hypothecates to the Collateral Agent, and grants to the Collateral Agent a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license

agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark or trademark registration referred to in Schedule 1.1 attached hereto or any trademark license, or for any injury to the goodwill associated with the use of any trademark or for breach or enforcement of any trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement as security for the discharge and performance of the First Lien Obligations. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Collateral Agent shall release the Trademark Collateral in accordance with the terms of the Security Agreement.


SECTION 5. Acknowledgment. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the 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.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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


CREDIT ACCPETANCE CORPORATION

By: 
Douglas W. Busk
Its: Treasurer

Signature Page For
Intellectual Property Security Agreement (Trademarks)
(980641)

TRADEMARK
REEL: 004141 FRAME: 0174

COMERICA BANK, as Collateral Agent

By: 

Michael P. Stapleton

Its: Vice President

Signature Page For
Intellectual Property Security Agreement (Trademarks)
(980641)

TRADEMARK
REEL: 004141 FRAME: 0175

SCHEDULE 1.1

TRADEMARK COLLATERAL

MARK	SERIAL/REGIS. NO.
ASK OTTO	2,699,904
CREDIT ACCEPTANCE WE CHANGE LIVES!	2,644,387
MISCELLANEOUS DESIGN (checkmark in a box)	2,657,196
WE CHANGE LIVES	2,660,738
OTTO (and design)	2,887,186
CAPS	3,647,518
CAPS CREDIT APPROVAL PROCESSING SYSTEM	3,045,350
ASK ABOUT OUR GUARANTEED CREDIT APPROVAL (and design)	3,564,263
CREDIT ACCEPTANCE WE CHANGE LIVES! (and design)	2,644,387
WE CHANGE LIVES! (and design) (European Trademark)	002455137