

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
City Towing Inc.		04/21/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Medley Capital Corporation		
Street Address:	375 Park Avenue		
Internal Address:	Suite 3304		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3285689	GOODBUY AUTO AUCTION	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18578.009004		
NAME OF SUBMITTER:	James M. Hannon		
Signature:	/James M. Hannon/		
Date:	05/04/2011		

OP \$40.00 3285689

Total Attachments: 6

source=Trademark Security Agreement (URT)#page1.tif

source=Trademark Security Agreement (URT)#page2.tif

source=Trademark Security Agreement (URT)#page3.tif

source=Trademark Security Agreement (URT)#page4.tif

source=Trademark Security Agreement (URT)#page5.tif

source=Trademark Security Agreement (URT)#page6.tif

This Trademark Security Agreement and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement") dated as of April 21, 2011 among United Road Towing, Inc., a Delaware corporation, URT Holdings, Inc., a Delaware corporation, each of the subsidiary guarantors signatory hereto, Medley Capital Corporation, a Delaware corporation and General Electric Capital Corporation, as agent, to the financial institutions providing for the Senior Indebtedness (as defined in the Subordination Agreement); and each holder of this Trademark Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of MEDLEY CAPITAL CORPORATION, a Delaware corporation ("*Medley*"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "*Collateral Agent*") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, URT HOLDINGS, INC., a Delaware corporation ("*Holdings*"), the Subsidiaries of Holdings party to the Credit Agreement, UNITED ROAD TOWING, INC., a Delaware corporation (the "*Borrower*"), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), have entered into a Credit Agreement, dated as of April 21, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby

mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

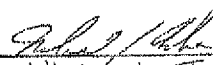
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITY TOWING INC., as Grantor

By: 
Name: Michael J. Mahar
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of Illinois)
) ss.
County of Will)

On this ____ day of _____, 2011 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of City Towing Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Colleen P. Deutsch
Notary Public
OFFICIAL SEAL
COLLEEN DEUTSCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/23/14

[Signature Page to Subordination Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

MEDLEY CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: RICHARD ALLOERTO
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004533 FRAME: 0911

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Registered Trademark	Registration #	Registration Date	Property Covered
Good Buy Auto Auction	3285689	8/28/2007	Word Mark

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.