

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BYRIDER FINANCE, LLC
J.D. BYRIDER SYSTEMS, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) INDIANA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) MAY 3, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BANK OF AMERICA, N.A. AS AGENT

Internal

Address: _____

Street Address: 55 SOUTH LAKE AVENUE, SUITE 900

City: PASADENA

State: CA

Country: USA

Zip: 91101

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other NATIONAL ASSOCIATION Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,819,243, 3,812,312, 3,029,205, 1,839,825, 2,227,947, 1,586,757, 1,986,354, 2,586,285,
2,536,285

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE SCHEDULE 1 OF THE ATTACHED INTELLECTUAL PROPERTY SECURITY AGREEMENT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT LIEN SOLUTIONS

Internal Address: _____

Street Address: 187 WOLF ROAD, SUITE 101

City: ALBANY

State: NY

Zip: 12205

Phone Number: 800/342-3676

Fax Number: 800/962-7049

Email Address: CLS-CTLSALBANY@WOLTERSKLUWER.COM

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 240 -

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number: _____

Authorized User Name: _____

9. Signature:

RONALD D. LAW
Signature

JUNE 7, 2011
Date

RONALD D. LAW
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 3, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Obligors") in favor of Bank of America, N.A., as agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, Byrider Finance, LLC (the "Borrower") has entered into that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the Guarantors party thereto, the lenders from time to time party thereto (the "Lenders"), and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, the Obligors have granted a security interest in certain Collateral, including, without limitation, the Intellectual Property (as defined below) of the Obligors, to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors agree as follows:

SECTION 1. Grant of Security. Each Obligor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Obligor's right, title and interest in and to the following (the "Intellectual Property Collateral"), whether now existing or hereafter arising, 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:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, excluding any "intent to use" trademark applications until such time as a "Statement of Use" or "Amendment to Allege Use" is accepted for an application by the applicable trademark office and the application is no longer an "intent to use" application, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments

(c) for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto (collectively, the "Patents");

(d) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein (including, but not limited to, business software), all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule I, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto ("Copyrights");

(e) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(f) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Obligor of: (A) any right to use any Trademark or Trade Secret, (B) any right under any Patent, and (C) any right under any Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto; and

(g) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Obligor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of California.


Without limiting the applicability of any other provision of the Loan Agreement, the terms of Section 11.14 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Intellectual Property Security Agreement.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BYRIDER FRANCHISING, LLC.
an Indiana limited liability company

By: 
Name: William J. Brunner
Title: Secretary & Treasurer

J.D. BYRIDER SYSTEMS, LLC.
an Indiana limited liability company

By: 
Name: William J. Brunner
Title: Secretary & Treasurer

Byrider: Intellectual Property Security Agreement

COPYRIGHTS

PATENTS

TRADEMARKS

INTELLECTUAL PROPERTY LICENSES

1. Obligors' patents:

None

2. Obligors' trademarks:

Obligor	Type of Mark	Number	Mark or Copyright	Date
Byrider Franchising, LLC ¹	Canadian Trademark	No. TMA415,727	CNAC	Registered August 20, 1993
Byrider Franchising, LLC	Canadian Trademark	No. TMA588,575	J.D. Byrider	Registered August 29, 2003
Byrider Franchising, LLC	United States Service Mark	No. 2,814,243	YOU GET THE CREDIT. YOU GET THE CAR.	February 10, 2004
Byrider Franchising, LLC	Canadian Trademark	TMA441,228	CNAC CARNOW ACCEPTANCE COMPANY	March 31, 1995
Byrider Franchising, LLC	Canadian Trademark	TMA441,227	J.D. Byrider Sales (and design)	March 31, 1995
Byrider Franchising, LLC	United States Service Mark	No. 3,312,312	Good cars for people who need credit	October 16, 2007

¹ A change of name filing to be recorded post-closing with the USPTO to reflect the new names of the Obligors.

Obligor	Type of Mark	Number	Mark or Copyright	Date
Byrider Franchising, LLC	United States Service Mark	No. 3,329,255	J.D. to the rescue	November 6, 2007
J.D. Byrider Systems, LLC	United States Service Mark	No. 1,839, 624	CNAC-CARNOW Acceptance Company	June 14, 1994.
Byrider Franchising, LLC	United States Service Mark	No. 2,227,947	J.D. Byrider	March 2, 1999
Byrider Franchising, LLC	United States Service Mark	No. 1,536,757	CNAC CARNOW Acceptance Company (and design)	4/25/1989
Byrider Franchising, LLC	Canadian Trademark	TMA415,725	J.D. Byrider Sales	August 20, 1993
Byrider Franchising, LLC	Canadian Trademark	TMA415,726	Car Now Acceptance Company	August 20, 1993
Byrider Franchising, LLC	United States Service Mark	No. 1,986,354	J.D. Byrider (and design)	July 9, 1996
Byrider Franchising, LLC	United States Service Mark	No. 2,536,326	J.D. Byrider	February 5, 2002
Byrider Franchising, LLC	United States Service Mark	No. 2,539,885	CNAC	February 19, 2002

3. Obligor's copyrights:

Registered Copyrights

J.D. Byrider Systems, LLC

- a. J.D. Byrider Systems Sales Manual (TX3-722-077)

- b. J.D. Byrider Systems CNAC Manual (TX3-742-153)
- c. J.D. Byrider Systems Pre-Opening Manual (TX3-742-148)
- d. J.D. Byrider Systems Field Support Manual (TX3-722-076)
- e. J.D. Byrider / CNAC Computer User Manual v.1 (TX3-984-387)
- f. J.D. Byrider / CNAC Computer User Manual v.2 (TX4-035-363)
- g. Loan Writer (a computer program) (TX3-749-317)
- h. Credit Bureau (a computer program) (TX3-756-608)
- i. Loan Originator (a computer program) (TX3-780-748)
- j. Loan Receivables (a computer program) (TX3-803-931)
- k. J.D. Byrider Computer Handbook (TXu466029)
- l. J.D. Byrider Executive Systems (or J.D. Byrider Sales) (TXu460216)
- m. J.D. Byrider Recruiting and Interviewing Guide (TXu467794)
- n. Auto Credit Seminar: Buy Here, Pay Here (TXu475370)
- o. Collection College Manual (TXu455214)
- p. Financial Management, June 14-15, 1998 (TX4-808-808)

Byrider Franchising, LLC

- a. J.D. Byrider Franchise Opportunity Brochure - Let our Spirit Move You (TX7-173-499) (in name of Byrider Franchising, Inc.)
- b. Discover Source (a computer program) (TX6-082-231) (in name of Byrider Franchising, Inc.)

Pending Copyright Applications²

Byrider Franchising, LLC

- a. J.D. Byrider / CNAC Accounting Operations (TXu001715293)
- b. J.D. Byrider / CNAC Reports (TXu001714652)
- c. CNAC Operations (TXu001715293)
- d. Service Operations (TXu001714673)

² All applications to be revised post-closing to reflect conversion of Obligors.

- e. Sales Operations (TXu001714594)
 - f. Accounting Systems Course Notebook (TXu001715291)
 - g. Service Management Notebook (TXu001715289)
 - h. Sales Associate & Sales Management Course Notebook (TXu001715288)
 - i. CNAC Operations Notebook (TXu001715286)
 - j. Collections Notebook (TXu001715281)
 - k. Advanced Accounting Course Notebook (TXu001715279)
 - l. Discover v.2 (TXu001719153)
4. Obligor's licenses:
- a. Amended & Restated J.D. Byrider Software Services and User Agreement of even date herewith between CreditMax Collection Agency, Inc. and Byrider Franchising, LLC (successor in interest to Byrider Franchising, Inc.)
 - b. Software License Agreement dated March 2, 1999 between Dick DeVoe Buick-Cadillac, Inc. and Byrider Franchising, LLC (successor in interest to Byrider Franchising, Inc.)
 - c. Obligor has computer software licenses with the following companies for the following products:

Company	Product/License
FishNet	WebSense
Wolters Kluwer	Retail Installment Laser Forms
Microsoft	Windows desktop
Microsoft	Windows server
Microsoft	SQL server
Microsoft	Development tools
Microsoft	Office products
Microsoft	Axapta
Microsoft	Service Provider License Agreements
EMC	Documentum Xtender
Lotus	Notes
Lotus	Sametime
Lotus	Domino
Merit	Credit Engine
Redhat	Enterprise Linux & ES
SolarWinds	Cat Tools, Netflow, NPM, APM
Symantec	Veritas Backup suite
Vmware	Server
Cisco	IOS

<u>Company</u>	<u>Product/License</u>
Cisco	Ipsoft
Adobe	Acrobat
Adobe	Flash
Adobe	Photoshop/Illustrator
Lucent	Intuity Message Manager
Captivation	eCapture
ESET	NOD32
Mead & Company Lmtd.	ScriptX
RedGate Software	SQL Compare Pro
TriCerat	Screw Drivers
eGistics	Electronic Document Management System
WinZip	WinZip