

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Acceptance Corp.		07/18/2011	CORPORATION: MINNESOTA
Interstate Auto Group, Inc.		07/18/2011	CORPORATION: MINNESOTA
Interstate Auto Group, Inc. (NE)		07/18/2011	CORPORATION: NEBRASKA
Interstate Auto Group, Inc. (IA)		07/18/2011	CORPORATION: IOWA
Interstate Auto Group, Inc. (KS)		07/18/2011	CORPORATION: KANSAS
Interstate Auto Group, Inc. (MN)		07/18/2011	CORPORATION: MINNESOTA
Interstate Auto Group, Inc. (MO)		07/18/2011	CORPORATION: MISSOURI
Interstate Auto Group, Inc. (WA)		07/18/2011	CORPORATION: WASHINGTON
Universal Acceptance Corp. (NE)		07/18/2011	CORPORATION: NEBRASKA
Universal Acceptance Corp. (IA)		07/18/2011	CORPORATION: IOWA
Universal Acceptance Corp. (KS)		07/18/2011	CORPORATION: KANSAS
Universal Acceptance Corp. (MN)		07/18/2011	CORPORATION: MINNESOTA
Universal Acceptance Corp. (MO)		07/18/2011	CORPORATION: MISSOURI
Universal Acceptance Corp. (WA)		07/18/2011	CORPORATION: WASHINGTON
CH&F Holdings, LLC		07/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
UAC AM Collection, LLC		07/18/2011	LIMITED LIABILITY COMPANY: MINNESOTA
Universal Acceptance Corp. (OK)		07/18/2011	CORPORATION: OKLAHOMA
Universal Acceptance Corp. (TX)		07/18/2011	CORPORATION: TEXAS
Universal Acceptance Corp. (MN-AR)		07/18/2011	CORPORATION: MINNESOTA
Universal Acceptance Corp. (CO)		07/18/2011	CORPORATION: COLORADO
Interstate Auto Group, Inc. (OK)		07/18/2011	CORPORATION: OKLAHOMA
Interstate Auto Group, Inc. (AR)		07/18/2011	CORPORATION: ARKANSAS
Interstate Auto Group, Inc. (CO)		07/18/2011	CORPORATION: COLORADO
Texas IAG, Inc.		07/18/2011	CORPORATION: TEXAS
Universal Acceptance Corp. (OR)		07/18/2011	CORPORATION: OREGON
Illinois UAC Corporation		07/18/2011	CORPORATION: ILLINOIS
Universal Acceptance Corp. (WI)		07/18/2011	CORPORATION: WISCONSIN
Interstate Auto Group, Inc. (IL)		07/18/2011	CORPORATION: ILLINOIS

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Interstate Auto Group, Inc. (OR)		07/18/2011	CORPORATION: OREGON
Interstate Auto Group, Inc. (WI)		07/18/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	5404 Wisconsin Avenue, 2nd Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3351231	SMARTMOVE AUTO

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-758-1509
 Email: vwalker@pattonboggs.com
 Correspondent Name: Vicky Walker, c/o Patton Boggs LLP
 Address Line 1: 2000 McKinney Avenue, Suite 1700
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0470
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	08/11/2011

Total Attachments: 12
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SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (the "Amendment") is made and effective as of July 18, 2011, 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, UNIVERSAL ACCEPTANCE CORPORATION (OR), an Oregon corporation, ILLINOIS UAC CORPORATION, an Illinois corporation, UNIVERSAL ACCEPTANCE CORPORATION (WI), a Wisconsin corporation, INTERSTATE AUTO GROUP, INC. (IL), an Illinois corporation, INTERSTATE AUTO GROUP, INC. (OR), an Oregon corporation, and INTERSTATE AUTO GROUP, INC. (WI), a Wisconsin 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 (as amended or modified from time to time, the "IP Security Agreement"); 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 Exhibit A to this Amendment.

2. Domain Name Schedule. **Schedule D** to the IP Security Agreement shall be and hereby is amended to add thereto the Domain Names set forth on Exhibit B to this Amendment.

3. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Second 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

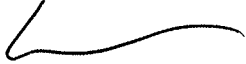
**UNIVERSAL ACCEPTANCE CORPORATION
(NE)**

By: 
Name: Donald Griffin
Title: President

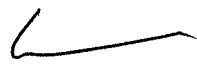
**UNIVERSAL ACCEPTANCE CORPORATION
(IA)**

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

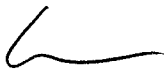
CH&F HOLDINGS, LLC

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

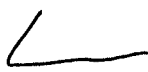
INTERSTATE AUTO GROUP, INC. (CO)

By: 
Name: Donald Griffin
Title: President


TEXAS IAG, INC.

By: 
Name: Donald Griffin
Title: President


**UNIVERSAL ACCEPTANCE CORPORATION
(OR)**

By: 
Name: Donald Griffin
Title: President


ILLINOIS UAC CORPORATION

By: 
Name: Donald Griffin
Title: President

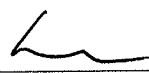
**UNIVERSAL ACCEPTANCE CORPORATION
(WI)**

By: 
Name: Donald Griffin
Title: President


INTERSTATE AUTO GROUP, INC. (IL)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (OR)

By: 
Name: Donald Griffin
Title: President

INTERSTATE AUTO GROUP, INC. (WI)

By: 
Name: Donald Griffin
Title: President

AGENT:

CAPITALSOURCE FINANCE LLC

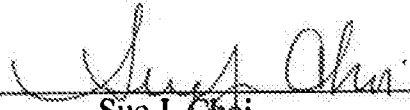
By: 
Name: Sue J. Choi
Title: Authorized Signatory

EXHIBIT A

TRADEMARK COLLATERAL

Registered Trademarks

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SMARTMOVE AUTO	3351231	12/11/2007

EXHIBIT B

DOMAIN NAMES

Carhop.bz
Carhop.name
Carhop.pro
Automasterusa.com
Shacinc.net