

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
Innovative Aftermarket Systems L.P.		12/22/2011	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3336338	MULTI-SHIELD
Registration Number:	3341253	SMARTEYE F&I WITNESS
Registration Number:	3027272	SMART DEALER PRODUCTS
Registration Number:	3084510	VSC VEHICLE SERVICE CONTRACT
Registration Number:	3036934	GAP PROTECTION
Registration Number:	2856954	SMART DEALER UNIVERSITY
Registration Number:	2858989	THE INSTITUTE OF HIGHER EARNING
Registration Number:	2867920	IAS
Registration Number:	2861481	R.O.A.D. INTIRE
Registration Number:	3014220	SMARTMENU
Registration Number:	2854857	IAS
Registration Number:	3694769	ID THEFTAVERT
Registration Number:	3694768	R.O.A.D.
Registration Number:	3790556	SUPER POLYSTEEL

**TRADEMARK**

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Registration Number:	2756528	R.I.D.E. SAFE
Registration Number:	1968928	DIAL SMART CARD
Registration Number:	1850295	SAFELOK
Registration Number:	1781303	THEFT AVERT
Registration Number:	2124944	INVISIBLE PHANTOM FOOTPRINTS
Serial Number:	85450225	SMARTEYE
Serial Number:	85450157	SMARTTRAC

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.233
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/27/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2011, by INNOVATIVE AFTERMARKET SYSTEMS L.P., a Texas limited partnership ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, IAS Acquisition Corp., a Delaware corporation, IAS InvestCo, Inc., a Delaware corporation, IAS Warranty Services, LLC, a Delaware limited liability company, IAS Warranty Services of Florida, Inc., a Florida corporation, IAS Warranty, Inc., a Texas corporation, First Innovative Insurance Agency, Inc., a Texas corporation (collectively, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the benefit of all Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of all Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent constituting Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of all Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION. When the Secured Obligations have been Paid in Full (as defined in the Credit Agreement) the security interests created hereunder shall automatically terminate and be of no further force or effect, and Agent agrees that it shall, at Grantor's expense, execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

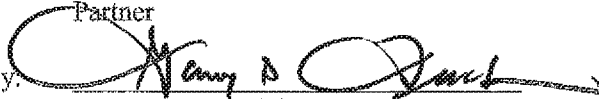
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

INNOVATIVE AFTERMARKET SYSTEMS L.P.

By: IAS Warranty Services, LLC, its General  
Partner

By: 

Name: Gary Teich

Title: Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: 

Name: Kevin C. Bolash

Title: Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
Innovative Aftermarket Systems L.P.	MULTI-SHIELD	78676014	July 22, 2005	3336338	November 13, 2007
Innovative Aftermarket Systems L.P.	SMARTEYE F&I WITNESS	78676004	July 22, 2005	3341253	November 13, 2007
Innovative Aftermarket Systems L.P.	SMART DEALER PRODUCTS	78430018	June 4, 2004	3027272	December 13, 2005
Innovative Aftermarket Systems L.P.	VSC VEHICLE SERVICE CONTRACT	78430005	June 4, 2004	3084510	April 25, 2006
Innovative Aftermarket Systems L.P.	GAP PROTECTION	78430002	June 4, 2004	3036934	December 27, 2005
Innovative Aftermarket Systems L.P.	SMART DEALER UNIVERSITY	78212666	February 9, 2003	2856954	June 22, 2004
Innovative Aftermarket Systems L.P.	THE INSTITUTE OF HIGHER EARNING	78212665	February 9, 2003	2858989	June 29, 2004
Innovative Aftermarket Systems L.P.	IAS	78195202	December 17, 2002	2867920	July 27, 2004
Innovative Aftermarket Systems L.P.	R.O.A.D. INTIRE	78187547	November 21, 2002	2861481	July 6, 2004
Innovative Aftermarket Systems L.P.	SMARTMENU	78095694	November 29, 2001	3014220	November 8, 2005
Innovative Aftermarket Systems L.P.	IAS	78009368	May 23, 2000	2854857	June 15, 2004
Innovative Aftermarket Systems L.P.	ID THEFTAVERT	77540417	August 6, 2008	3694769	October 13, 2009
Innovative Aftermarket Systems L.P.	R.O.A.D.	77540410	August 6, 2008	3694768	October 13, 2009
Innovative Aftermarket Systems L.P.	SUPER POLYSTEEL	77198307	June 5, 2007	3790556	May 18, 2010
Innovative Aftermarket Systems L.P.	R.I.D.E. SAFE	75794366	September 8, 1999	2756528	August 26, 2003
Innovative Aftermarket Systems L.P.	DIAL SMART CARD	74551633	July 20, 1994	1968928	April 16, 1996
Innovative Aftermarket Systems L.P.	SAFELOK	74342576	December 22, 1992	1850295	August 16, 1994
Innovative Aftermarket Systems L.P.	THEFT AVERT	74323936	October 15, 1992	1781303	July 13, 1993
Innovative Aftermarket Systems L.P.	INVISIBLE PHANTOM FOOTPRINTS	75117151	June 11, 1996	2124944	December 30, 1997
Innovative Aftermarket Systems L.P.	SMARTEYE	85450225	October 18, 2011	N/A	
Innovative Aftermarket Systems L.P.	SMARTTRAC	85450157	October 18, 2011	N/A	