

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Confie Seguros Holding II Co.</td> <td></td> <td>11/09/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Confie Seguros, Inc.</td> <td></td> <td>11/09/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>SBB Insurance Services, Inc.</td> <td></td> <td>11/09/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Sacramento Auto Insurance Center, Inc.</td> <td></td> <td>11/09/2012</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Freeway Insurance Services, Inc.</td> <td></td> <td>11/09/2012</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Vern Fonk Insurance Services, Inc.</td> <td></td> <td>11/09/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Confie Seguros Holding II Co.		11/09/2012	CORPORATION: DELAWARE	Confie Seguros, Inc.		11/09/2012	CORPORATION: DELAWARE	SBB Insurance Services, Inc.		11/09/2012	CORPORATION: DELAWARE	Sacramento Auto Insurance Center, Inc.		11/09/2012	CORPORATION: CALIFORNIA	Freeway Insurance Services, Inc.		11/09/2012	CORPORATION: CALIFORNIA	Vern Fonk Insurance Services, Inc.		11/09/2012	CORPORATION: DELAWARE	
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Vern Fonk Insurance Services, Inc.		11/09/2012	CORPORATION: DELAWARE																										
RECEIVING PARTY DATA																													
Name:	Royal Bank of Canada, as Collateral Agent																												
Street Address:	20 King Street																												
Internal Address:	4th Floor																												
City:	Toronto, M5H 1C4																												
State/Country:	ONTARIO																												
Postal Code:	00000																												
Entity Type:	CORPORATION: ONTARIO																												
PROPERTY NUMBERS Total: 42																													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3753855</td> <td>CONFIE SEGUROS</td> </tr> <tr> <td>Registration Number:</td> <td>3089107</td> <td>OASIS INSURANCE SEGUROS</td> </tr> <tr> <td>Registration Number:</td> <td>3669209</td> <td>DEDICADOS A SU FUTURO</td> </tr> <tr> <td>Registration Number:</td> <td>3037218</td> <td>OASIS INSURANCE</td> </tr> <tr> <td>Registration Number:</td> <td>3448643</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>4092949</td> <td>FREEWAY INSURANCE YOU'RE ALWAYS SAFE WITH US</td> </tr> <tr> <td>Registration Number:</td> <td>3992177</td> <td>FREEWAY INSURANCE IT'S THAT THING YOU'RE SPEEDING ON</td> </tr> <tr> <td>Registration Number:</td> <td>3996168</td> <td>FREEWAY INSURANCE</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3753855	CONFIE SEGUROS	Registration Number:	3089107	OASIS INSURANCE SEGUROS	Registration Number:	3669209	DEDICADOS A SU FUTURO	Registration Number:	3037218	OASIS INSURANCE	Registration Number:	3448643		Registration Number:	4092949	FREEWAY INSURANCE YOU'RE ALWAYS SAFE WITH US	Registration Number:	3992177	FREEWAY INSURANCE IT'S THAT THING YOU'RE SPEEDING ON	Registration Number:	3996168	FREEWAY INSURANCE		
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Registration Number:	4092947	FREEWAY INSURANCE CON NOSOTROS SIEMPRE ESTA SEGURO
Registration Number:	3098153	
Registration Number:	3591103	FREEWAY
Registration Number:	3584286	IT'S THAT THING YOU'RE SPEEDING ON
Registration Number:	3834346	SIEMPRE GANA CON FREEWAY INSURANCE
Registration Number:	2375639	PERSONAL SERVICE INSURANCE
Registration Number:	2175005	SOUTH COAST INSURANCE
Registration Number:	3171136	COST-U-LESS INSURANCE CENTER
Registration Number:	3584201	COST U LESS
Registration Number:	3584200	COST-U-LESS
Registration Number:	3584199	COST-U-LESS
Registration Number:	3584198	COST-U-LESS
Registration Number:	3584195	COST-U-LESS
Registration Number:	3609607	COST-U-LESS
Registration Number:	3609605	COST-U-LESS
Registration Number:	4060256	COSTULESSINS.COM
Registration Number:	3498319	COST U LESS
Registration Number:	3894465	SEGUROS SIN BARRERAS
Registration Number:	3727440	SEGUROS SIN BARRERAS
Registration Number:	3623620	¿ESTÁS SEGURO?
Registration Number:	3749706	VERN FONK
Registration Number:	3744552	REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK
Registration Number:	3744551	VERN FONK
Serial Number:	85582134	FREEWAY THE AUTO INSURANCE EXPERTS
Serial Number:	85582219	FREEWAY LOS EXPERTOS EN SEGUROS DE AUTO
Serial Number:	85290721	CONFÍE
Serial Number:	77664662	CONFÍE SEGUROS
Serial Number:	77664657	CONFÍE FINANCIERA
Serial Number:	77664650	CONFÍE INSURANCE AGENCY
Serial Number:	77664640	CONFÍE INSURANCE SERVICES
Serial Number:	77664630	CONFÍE INSURANCE COMPANY
Serial Number:	77664610	CONFÍE FINANCIAL
Serial Number:	77897354	ALWAYS WIN WITH FREEWAY INSURANCE
Registration Number:	4078834	

Fax Number: 2122305199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-318-6518

Email: terrenceboyle@paulhastings.com

Correspondent Name: Terrence G. Boyle c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

09887.00007

NAME OF SUBMITTER:

Terrence G. Boyle

Signature:

/Terrence G. Boyle/

Date:

11/09/2012

Total Attachments: 22

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EXECUTION VERSION

SHORT FORM FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 9, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“Royal Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, CONFIE SEGUROS HOLDING CO., a Delaware Corporation (“Holdings”), CONFIE SEGURO HOLDING II CO., a Delaware corporation (the “Borrower”), each Lender from time to time party thereto, Royal Bank, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the First Lien Credit Agreement dated as of November 9, 2012 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Intellectual Property Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the relevant Intellectual Property Registers and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable), all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule B hereto; and

(c) the registrations in the United States of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the relevant Intellectual Property Register (as defined in the First Lien Intellectual Property Security Agreement). Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, or equivalent office or officer in each of the appropriate Intellectual Property Registers, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the

validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

CONFIE SEGUROS HOLDING II CO.,
CONFIE SEGUROS, INC.,
SSB INSURANCE SERVICES, INC.,
SACRAMENTO AUTO INSURANCE
CENTER, INC.,
FREEWAY INSURANCE SERVICES,
INC.,
VERN FONK INSURANCE SERVICES,
INC., Each as Initial Grantor

By: 

Name: Robert Trebing

Title: Chief Financial Officer

[Signature Page to First Lien Short Form IP Security Agreement]

ROYAL BANK OF CANADA,
as Collateral Agent

By: 

Name: Ann Hurley

Title: Manager, Agency

[Signature Page to First Lien Short Form IP Security Agreement]

TRADEMARK
REEL: 004896 FRAME: 0958

SCHEDULE A


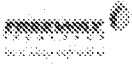
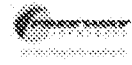
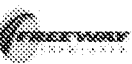



Patents and Patent Applications







None.




SCHEDULE B

Trademarks and Trademark Applications

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Confie Seguros, Inc.	Design Mark:  Confie Seguros	3753855	United States
Confie Seguros, Inc.	Design Mark:  Oasis Insurance	3089107	United States
Confie Seguros, Inc.	Design Mark:  Freeway The Auto Insurance Experts	85582134	United States
Confie Seguros, Inc.	Design Mark:  Freeway Los Expertos En Seguros De Auto	85582219	United States
Confie Seguros, Inc.	Confie ("Trust")	85290721	United States
Confie Seguros, Inc.	Dedicados A Su Futuro ("Dedicated to Your Future")	3669209	United States
Confie Seguros, Inc.	Confie Seguros (Trust Insurance)	77664662	United States
Confie Seguros, Inc.	Confie Financiera (Trust Financial)	77664657	United States
Confie Seguros, Inc.	Confie Insurance Agency	77664650	United States
Confie Seguros, Inc.	Confie Insurance Services	77664640	United States
Confie Seguros, Inc.	Confie Insurance Company	77664630	United States
Confie Seguros, Inc.	Confie Financial	77664610	United States
Confie Seguros, Inc.	Oasis Insurance	3037218	United States

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Freeway Insurance Services, Inc.	Design Mark: 	3448643	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance You're Always Safe with Us	4092949	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance It's That Thing You're Speeding On	3992177	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance	3996168	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance Con Nuestros Siempre Esta Seguro (Spanish tagline)	4092947	United States
Freeway Insurance Services, Inc.	Design Mark:  Globe	4078834	United States
Freeway Insurance Services, Inc.	Design Mark: 	3098153	United States
Freeway Insurance Services, Inc.	Freeway	3591103	United States

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Freeway Insurance Services, Inc.	It's That Thing You're Speeding On	3584286	United States
Freeway Insurance Services, Inc.	Siempre Gana Con Freeway Insurance	3834346	United States
Freeway Insurance Services, Inc.	Always Win With Freeway Insurance	77897354	United States
Freeway Insurance Services, Inc.	Personal Service Insurance	2375639	United States
Freeway Insurance Services, Inc.	South Coast Insurance	2175005	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-u-Less Insurance Center	3171136	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584201	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584200	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584199	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584198	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584195	United States

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3609607	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3609605	United States
Sacramento Auto Insurance Center, Inc.	Costulessins.com	4060256	United States
Sacramento Auto Insurance Center, Inc.	Cost U Less	3498319	United States
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS (insurance without barriers)	3894465	United States
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS (insurance without barriers)	3727440	United States
SSB Insurance Services, Inc.	¿ESTÁ SEGURO?	3623620	United States
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	632859	US State Louisiana
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	10155127	US State Nebraska
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	30337300	US State North Dakota
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	2011-000612767	US State Wyoming
Vern Fonk Insurance Services, Inc.	Design Mark:  Vern Fonk	3749706	United States
Vern Fonk Insurance Services, Inc.	Remember to Honk when you Drive by Vern Fonk	3744552	United States
Vern Fonk Insurance Services, Inc.	Vern Fonk	3744551	United States

SCHEDULE C

United States Copyright Registrations

None.

EXECUTION VERSION

SHORT FORM SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 9, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“Royal Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, CONFIE SEGUROS HOLDING CO., a Delaware Corporation (“Holdings”), CONFIE SEGURO HOLDING II CO., a Delaware corporation (the “Borrower”), each Lender from time to time party thereto, Royal Bank, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the Second Lien Credit Agreement dated as of November 9, 2012 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Intellectual Property Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the relevant Intellectual Property Registers and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable), all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule B hereto; and

(c) the registrations in the United States of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the relevant Intellectual Property Register (as defined in the Second Lien Intellectual Property Security Agreement). Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, or equivalent office or officer in each of the appropriate Intellectual Property Registers, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the

validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

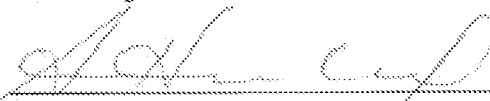
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONFIE SEGUROS HOLDING II CO.,
CONFIE SEGUROS, INC.,
SSB INSURANCE SERVICES, INC.,
SACRAMENTO AUTO INSURANCE
CENTER, INC.,
FREEWAY INSURANCE SERVICES,
INC.,
VERN FONK INSURANCE SERVICES,
INC., Each as Initial Grantor

By: 
Name: Robert Trebing
Title: Chief Financial Officer

[Signature Page to Second Lien Short Form IP Security Agreement]

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: _____
Title: Ann Hurley
Manager, Agency

SCHEDULE A


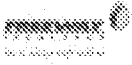
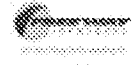
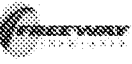



Patents and Patent Applications







None.




SCHEDULE B

Trademarks and Trademark Applications

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Confie Seguros, Inc.	Design Mark:  Confie Seguros	3753855	United States
Confie Seguros, Inc.	Design Mark:  Oasis Insurance	3089107	United States
Confie Seguros, Inc.	Design Mark:  Freeway The Auto Insurance Experts	85582134	United States
Confie Seguros, Inc.	Design Mark:  Freeway Los Expertos En Seguros De Auto	85582219	United States
Confie Seguros, Inc.	Confie ("Trust")	85290721	United States
Confie Seguros, Inc.	Dedicados A Su Futuro ("Dedicated to Your Future")	3669209	United States
Confie Seguros, Inc.	Confie Seguros (Trust Insurance)	77664662	United States
Confie Seguros, Inc.	Confie Financiera (Trust Financial)	77664657	United States
Confie Seguros, Inc.	Confie Insurance Agency	77664650	United States
Confie Seguros, Inc.	Confie Insurance Services	77664640	United States
Confie Seguros, Inc.	Confie Insurance Company	77664630	United States
Confie Seguros, Inc.	Confie Financial	77664610	United States
Confie Seguros, Inc.	Oasis Insurance	3037218	United States

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Freeway Insurance Services, Inc.	Design Mark: 	3448643	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance You're Always Safe with Us	4092949	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance It's That Thing You're Speeding On	3992177	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance	3996168	United States
Freeway Insurance Services, Inc.	Design Mark:  Freeway Insurance Con Nostros Siempre Esta Seguro (Spanish tagline)	4092947	United States
Freeway Insurance Services, Inc.	Design Mark:  Globe	4078834	United States
Freeway Insurance Services, Inc.	Design Mark: 	3098153	United States
Freeway Insurance Services, Inc.	Freeway	3591103	United States

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Freeway Insurance Services, Inc.	It's That Thing You're Speeding On	3584286	United States
Freeway Insurance Services, Inc.	Siempre Gana Con Freeway Insurance	3834346	United States
Freeway Insurance Services, Inc.	Always Win With Freeway Insurance	77897354	United States
Freeway Insurance Services, Inc.	Personal Service Insurance	2375639	United States
Freeway Insurance Services, Inc.	South Coast Insurance	2175005	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-u-Less Insurance Center	3171136	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584201	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584200	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584199	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584198	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3584195	United States

<u>Applicant and/or Owner</u>	<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3609607	United States
Sacramento Auto Insurance Center, Inc.	Design Mark:  Cost-U-Less	3609605	United States
Sacramento Auto Insurance Center, Inc.	Costulessins.com	4060256	United States
Sacramento Auto Insurance Center, Inc.	Cost U Less	3498319	United States
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS (insurance without barriers)	3894465	United States
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS (insurance without barriers)	3727440	United States
SSB Insurance Services, Inc.	¿ESTÁ SEGURO?	3623620	United States
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	632859	US State Louisiana
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	10155127	US State Nebraska
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	30337300	US State North Dakota
SSB Insurance Services, Inc.	SEGUROS SIN BARRERAS	2011-000612767	US State Wyoming
Vern Fonk Insurance Services, Inc.	Design Mark:  Vern Fonk	3749706	United States
Vern Fonk Insurance Services, Inc.	Remember to Honk when you Drive by Vern Fonk	3744552	United States
Vern Fonk Insurance Services, Inc.	Vern Fonk	3744551	United States

SCHEDULE C

United States Copyright Registrations

None.