

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT-		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Buy Here Pay Here, USA, LLC		08/23/2013	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
Name:	Wells Fargo Bank, National Association		
Street Address:	299 S Main Street, 9th Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	CORPORATION-MINNESOTA NATIONAL BANKING ASSOCIATION		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3430655		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0226058		
<b>NAME OF SUBMITTER:</b>	Brian Devling		
<b>Signature:</b>	/Brian Devling/		

CH \$40.00 3430655

Date:

02/03/2014

Total Attachments: 5

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, BUY HERE PAY HERE, USA, LLC, a Tennessee limited liability company ("**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of August 23, 2013, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

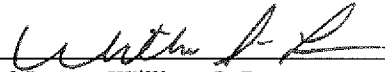
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement.

**GRANTOR:**

**BUY HERE PAY HERE, USA, LLC,**  
a Tennessee limited liability company

By:   
Print Name: William S. Lane  
Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**  
a national banking association,  
as Administrative Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement.

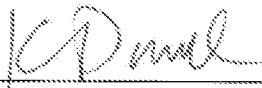
**GRANTOR:**

**BUY HERE PAY HERE, USA, LLC,**  
a Tennessee limited liability company

By: \_\_\_\_\_  
Print Name: William S. Lane  
Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**  
a national banking association,  
as Administrative Agent

By:  \_\_\_\_\_  
Print Name: Kevin Dowdle  
Title: Vice President

**Schedule A - Trademarks**

<b><u>Grantor</u></b>	<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Buy Here Pay Here, USA, LLC	Three Curved Stripes with Car Driving Upwards	3,430,655	May 20, 2008

**Schedule B - Patents**

None