

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Acceptance Corporation		06/23/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	411 WEST LAFAYETTE STREET		
City:	DETROIT		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2644387	CREDIT ACCEPTANCE WE CHANGE LIVES!	
Registration Number:	2657196		
Registration Number:	2660738	WE CHANGE LIVES!	
Registration Number:	4439936		
Registration Number:	3647518	CAPS	
Registration Number:	3045350	CAPS CREDIT APPROVAL PROCESSING SYSTEM	
Registration Number:	3564263	ASK ABOUT OUR GUARANTEED CREDIT APPROVAL	
Registration Number:	3523150	ASK ABOUT OUR GUARANTEED CREDIT APPROVAL	
Registration Number:	2887186	OTTO	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/Angela Alvarez Sujek/		

OP \$240.00 2644387

DATE SIGNED:	06/24/2014
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 2014, is entered into between Credit Acceptance Corporation, a Michigan corporation located at 25505 West Twelve Mile Road, Southfield, Michigan 48034 (the "Debtor") and Comerica Bank, a Texas banking association located at 411 West Lafayette Street, Detroit, Michigan 48226 ("Comerica"), as collateral agent for the benefit of the Credit Agreement Secured Parties, the Senior Notes Secured Parties and the Additional Secured Parties (each as defined in the Intercreditor Agreement referenced below) (in such capacity, together with its successors in such capacity under the Intercreditor Agreement referred to below, the "Collateral Agent").

WITNESSETH

A. WHEREAS, Comerica in its capacities as Collateral Agent and Authorized Representative for the Credit Agreement Secured Parties, has entered into that Certain Amended and Restated Intercreditor Agreement dated as of February 1, 2010 (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement") with the Debtor, the Guarantors named therein and U.S. Bank National Association as the Senior Notes Authorized Representative (as referred to therein).

B. WHEREAS, pursuant to the Credit Agreement Documents (as defined in the Intercreditor Agreement), the Debtor, together with the other Debtors named therein, have executed and delivered that certain Fifth Amended and Restated Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Collateral Agent for the benefit of the Benefited Parties (as defined in the Intercreditor Agreement) of a continuing security interest in all of the Trademark Collateral (as defined below) to secure the First Lien Obligations (as defined in the Intercreditor Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt payment and performance in full when due of the First Lien Obligations (whether at stated maturity, by acceleration or otherwise), the Debtor hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Benefited Parties, and grants the Collateral Agent for the benefit of

the Benefited Parties a continuing lien on and security interest in, all of the Debtor's right, title and interest in and to the following, whether now owned or hereafter arising or acquired and wherever located (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all license agreements with any other Person granting rights in any of the Debtor's trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted by the United States Patent and Trademark Office with respect thereto), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) 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 with respect thereto, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto; and

(c) the Proceeds, in cash or otherwise, of any of the property described in the foregoing clauses (a) and (b) and all liens, security, rights, remedies and claims of the Debtor with respect thereto, including, without limitation, any such Proceeds deposited from time to time in the Special Account or in any other cash collateral account maintained by the Debtor with the Collateral Agent under, or in connection with, this Agreement or any of the First Lien Credit Documents and all the Debtor's rights in each such account.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement as security for the discharge and performance of the First Lien Obligations. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event of any irreconcilable conflict, the Security Agreement shall control.

SECTION 4. Release of Security Interest. The Collateral Agent shall release the Trademark Collateral in accordance with the terms of the Security Agreement that pertain to the release of Liens in Collateral generally.

SECTION 5. Acknowledgment. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MICHIGAN (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS).

SECTION 8 AMENDMENT AND RESTATEMENT. This Agreement shall be deemed to amend, restate, renew and replace, in its entirety the Trademark Security Agreement dated as of February 1, 2010, by and among the Company and the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CREDIT ACCEPTANCE
CORPORATION

By: 

Name: Douglas W. Busk

Title: Treasurer

Signature Page For
Trademark Security Agreement

TRADEMARK
REEL: 005308 FRAME: 0947

COMERICA BANK, as Collateral
Agent

By: Paul G Russo
Paul G. Russo
Its: Vice President

Signature Page For
Trademark Security Agreement

TRADEMARK
REEL: 005308 FRAME: 0948

SCHEDULE 1.1

TRADEMARK COLLATERAL

MARK	SERIAL/REGIS. NO.
CREDIT ACCEPTANCE WE CHANGE LIVES! and Design (checkmark)	2,644,387
DESIGN ONLY (Checkmark)	2,657,196
WE CHANGE LIVES!	2,660,738
DESIGN ONLY (3-D Checkmark in a Box)	4,439,936
CAPS	3,647,518
CAPS CREDIT APPROVAL PROCESSING SYSTEM	3,045,350
ASK ABOUT OUR GUARANTEED CREDIT APPROVAL	3,564,263
ASK ABOUT OUR GUARANTEED CREDIT APPROVAL and Design (checkmark)	3,523,150
OTTO (and Design)	2,887,186