

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BYRIDER FRANCHISING, LLC		08/22/2014	LIMITED LIABILITY COMPANY: INDIANA
BYRIDER SALES OF INDIANA S, LLC		08/22/2014	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2814243	YOU GET THE CREDIT. YOU GET THE CAR.
Registration Number:	3312312	GOOD CARS FOR PEOPLE WHO NEED CREDIT
Registration Number:	3329255	J.D.TO THE RESCUE
Registration Number:	1839624	CNAC - CARNOW ACCEPTANCE COMPANY
Registration Number:	2227947	J.D.BYRIDER
Registration Number:	1536757	CNAC CARNOW ACCEPTANCE COMPANY
Registration Number:	1986354	J.D. BYRIDER
Registration Number:	2536326	J.D. BYRIDER
Registration Number:	2539885	CNAC
Registration Number:	2492626	1 2 3 DRIVE
Registration Number:	3969894	CARS. CREDIT. CARE.
Registration Number:	4185747	GOJDB
Serial Number:	86021042	GO
Serial Number:	86021301	GO
Serial Number:	86021308	GO
Serial Number:	86021341	GO
Serial Number:	86021330	GO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86021334	GO
Registration Number:	4403955	GOJDB.COM
Serial Number:	86191666	GOOD TO GO
Registration Number:	4474971	THE WAY TO GO!

CORRESPONDENCE DATA

Fax Number: 7045032622
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.
Phone: 704 503 2600
Email: vbantug@kslaw.com
Correspondent Name: KING & SPALDING
Address Line 1: 100 N TRYON STREET
Address Line 2: SUITE 3900
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.015030 BYRIDER
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	09/23/2014

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Obligors”) in favor of Wilmington Trust, National Association, as agent (in such capacity, the “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, Byrider Finance, LLC (the “Borrower”) has entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Borrower, the Guarantors party thereto, the lenders from time to time party thereto (the “Lenders”), and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, the Obligors have granted a security interest in certain Collateral, including, without limitation, the Intellectual Property (as defined below) of the Obligors, to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors agree as follows:

SECTION 1. Grant of Security. Each Obligor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Obligor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), whether now existing or hereafter arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof; including, without limitation, each registration and application identified. In Schedule 1, excluding any “intent to use” trademark applications until such time as a “Statement of Use” or “Amendment to Allege Use” is accepted for an application by the applicable trademark office and the application is no longer an “intent to use” application, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) 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 in connection therewith, and damages and payments for past; present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) 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 in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein (including, but not limited to, business software), all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule I, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringement and misappropriations thereof, (iv) 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 in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) 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 in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Obligor of: (A) any right to use any Trademark or Trade Secret, (B) any right under any Patent, and (C) any right under any Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) 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 in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Obligor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Obligor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Section 15.14 of the Loan Agreement are incorporated herein, mutatis mutandis, and shall apply to and govern this Intellectual Property Security Agreement.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BYRIDER FRANCHISING, LLC, an
Indiana limited liability company

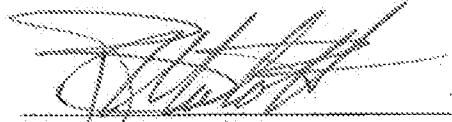
By: 
Name: Brad Malott
Title: Secretary & Treasurer

J.D. BYRIDER SYSTEMS, LLC, an
Indiana limited liability company

By: 
Name: Brad Malott
Title: Secretary & Treasurer *1/0/0*

BYRIDER SALES OF INDIANA S, LLC,
an Indiana limited liability company

By:



Name: Brad Malott

Title: Secretary & Treasurer

AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: 
Name: Meghan H. McCatley
Title: Assistant Vice President

SCHEDULE 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

1. Obligors and Subsidiaries' patents:

None

2. Obligors' and Subsidiaries' trademarks:

Obligor	Type of Mark	Number	Mark or Copyright	Date
Byrider Franchising, LLC	Canadian Trademark	TMA415,727	CNAC	August 20, 1993
Byrider Franchising, LLC	Canadian Trademark	TMA588,575	J.D. Byrider	August 29, 1993
Byrider Franchising, LLC	United States Service Mark	No. 2,814,243	YOU GET THE CREDIT. YOU GET THE CAR	February 10, 2004
Byrider Franchising, LLC	Canadian Trademark	TMA441,228	CNAC CARNOW ACCEPTANCE COMPANY and Design	March 31, 1995
Byrider Franchising, LLC	Canadian Trademark	TMA441,227	J.D. Byrider Sales (and design)	March 31, 1995
Byrider Franchising, LLC	United States Service Mark	No. 3,312,312	Good cars for people who need credit	October 16, 2007
Byrider Franchising, LLC	United States Service Mark	No. 3,329,255	J.D. to the rescue	November 6, 2007
J.D. Byrider Systems, LLC	United States Service Mark	No. 1,839,624	CNAC-CARNOW Acceptance Company	June 14, 1994
Byrider Franchising, LLC	United States Service Mark	No. 2,227,947	J.D. Byrider	March 2, 1999
Byrider Franchising, LLC	United States Service Mark	No. 1,536,757	CNAC CARNOW Acceptance Company (and design)	4/25/1989
Byrider Franchising, LLC	Canadian Trademark	TMA415,725	J.D. Byrider Sales	August 20, 1993
Byrider Franchising, LLC	Canadian Trademark	TMA415,726	Car Now Acceptance Company	August 20, 1993
Byrider Franchising, LLC	United States Service Mark	No. 1,986,354	J.D. Byrider (and design)	July 9, 1996
Byrider Franchising, LLC	United States Service Mark	No. 2,536,326	J.D. Byrider	February 5, 2002

Obligor	Type of Mark	Number	Mark or Copyright	Date
Byrider Franchising, LLC	United States Service Mark	No. 2,539,885	CNAC	February 19, 2002
Byrider Franchising, LLC	United States Service Mark	No. 2,492,626	1 2 3 Drive (and design)	September 25, 2001
Byrider Franchising, LLC	United States Service Mark	No. 3,969,894	Cars. Credit. Care.	May 31, 2011
Byrider Franchising, LLC	United States Service Mark	No. 4,185,747	GOJDB	August 7, 2012
Byrider Franchising, LLC	United States Service Mark	No. 86,021,042	GO and Design	July 26, 2013
Byrider Franchising, LLC	United States Service Mark	No. 86,021,301	GO and Design	July 26, 2013
Byrider Franchising, LLC	United States Service Mark	No. 86,021,308	GO and Design	July 26, 2013
Byrider Franchising, LLC	United States Service Mark	No. 86,021,341	GO and Design	July 26, 2013
Byrider Franchising, LLC	United States Service Mark	No. 86,021,330	GO and Design	July 26, 2013
Byrider Franchising, LLC	United States Service Mark	No. 86,021,334	GO and Design	July 26, 2013
Byrider Franchising, LLC	United States Service Mark	No. 4,403,955	GOJDB.COM	September 17, 2013
Byrider Franchising, LLC	United States Service Mark	No. 86,191,666	GOOD TO GO	February 12, 2014
Byrider Franchising, LLC	United States Service Mark	No. 3,329,255	J.D.TO THE RESCUE	November 6, 2007
Byrider Franchising, LLC	United States Service Mark	No. 4,474,971	THE WAY TO GO!	January 28, 2014

3. Obligor ' and Subsidiaries' copyrights:

Registered Copyrights

J.D. Byrider Systems, LLC

J.D. Byrider Systems Sales Manual (TX3-722-077)

J.D. Byrider Systems CNAC Manual (TX3-742-153)
J.D. Byrider Systems Pre-Opening Manual (TX3-742-148)
J.D. Byrider Systems Field Support Manual (TX3-722-076)
J.D. Byrider 1 CNAC Computer User Manual v.1 (TX3-984-387)
J.D. Byrider 1 CNAC Computer User Manual v.2 (TX4-035-363)
Loan Writer (a computer program) (TX3-749-317)
Credit Bureau (a computer program) (TX3-756-608)
Loan Originator (a computer program.) (TX3-780-748)
Loan Receivables (a computer program) (TX3-803-931)
J.D. Byrider Computer Handbook (TXu466029)
J.D. Byrider Executive Systems (or J.D. Byrider Sales) (TXu460216)
J.D. Byrider Recruiting and Interviewing Guide (TXu467794)
Auto Credit Seminar: Buy Here, Pay Here (TXu475370)
Collection College Manual (TXu455214)
Financial Management, June 14-15, 1998 (TX4-808-808)

Byrider Franchising, LLC

J.D. Byrider Franchise Opportunity Brochure - Let our Spirit Move You (TX7-173-499)
Discover (a computer program) (TX6-082-231)
Discover v.2 (a computer program) (Txu001719153)
J.D. Byrider 1 CNAC Accounting Operations (Txu001715293)
J.D. Byrider 1 CNAC Reports (Txu001714652)
CNAC Operations (Txu001715293)
Service Operations (Txu001714673)
Sales Operations (Txu001714594)
Accounting Systems Course Notebook (Txu001715291)

Service Management Notebook (Txu001715289)

Sales Associate & Sales Management Course Notebook (Txu001715288)

CNAC Operations Notebook (Txu001715286)

Collections Notebook (Txu001715281)

Advanced Accounting Course Notebook (Txu001715279)

J.D. Byrider /CNAC Accounting Operations (TXu001715294)

Byrider Sales of Indiana S, LLC

JD Byrider credit consultant training and reference manual and manager's guide
(TXu001055376)

CNAC Finance training & reference guide (TXu1641645)

4. Obligors' and Subsidiaries' licenses (other than routine business licenses, authorizing them to transact business in local jurisdictions):
- a. Amended & Restated J.D. Byrider Software Services and User Agreement dated April 22, 2011, between CreditMax Collection Agency, Inc. and Byrider Franchising, LLC (successor in interest to Byrider Franchising, Inc.)
 - b. Software License Agreement dated March 2, 1999 between Dick DeVoe Buick-Cadillac, Inc. and Byrider Franchising, LLC (successor in interest to Byrider Franchising, Inc.)
 - c. The Obligors have computer software licenses with the following companies for the following products:

Company	Product/License
FishNet	WebSense
Wolters Kluwer	Retail Installment Laser Forms
Microsoft	Windows desktop
Microsoft	Windows server
Microsoft	SQL server
Microsoft	Development tools
Microsoft	Office products
Microsoft	Axapta
Microsoft	Service Provider License Agreements
EMC	Documentun Xtender
Lotus	Notes
Lotus	Sametime

Lotus	Domino
Merit	Credit Engine
Redhat	Enterprise Linux & ES
SolarWinds	Cat Tools, Netflow, NPM, APM
Symantec	Veritas Backup suite
VMWare	Server
Cisco	IOS
Cisco	Ipsoft
Adobe	Acrobat
Adobe	Flash
Adobe	Photoshop/Illustrator
Lucent	Intuity Message Manager
Captivation	eCapture
ESET	NOD32
Mead & Company Lmtd.	ScriptX
RedGate Software	SQL Compare Pro
TriCerat	Screw Drivers
eGistics	Electronic Document Management System
WinZip	WinZip
Google	Email

5. Obligor's and Subsidiaries' Permits:

None