

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Dealer Services, Inc.		05/29/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4130876	LIFETIME POWERTRAIN PROTECTION	
Registration Number:	4130877	LIFETIME ENGINE PROTECTION	
Registration Number:	4116449	LIFETIME ENGINE PROTECTION	
Registration Number:	4116450	LIFETIME POWERTRAIN PROTECTION	
Registration Number:	4162077	PREMIER DEFENSE EVR2 FABRIC PROTECTION	
Registration Number:	4162078	PREMIER DEFENSE EVR2 LEATHER & VINYL PRO	
Registration Number:	4162079	PREMIER DEFENSE EVR2 PAINT SEALANT	
Registration Number:	4162080	PREMIER DEFENSE FABRIC PROTECTION	
Registration Number:	4165522	PREMIER DEFENSE PAINT SEALANT	
Registration Number:	4165523	PREMIER DEFENSE RUST PROOFING	
Registration Number:	4165524	PREMIER DEFENSE UNDERCOATING	
Registration Number:	4195474	PREMIER DEFENSE LEATHER & VINYL PROTECTI	
Registration Number:	3695396	ID ACTIVATE	
Registration Number:	3695397	ID ACTIVATE	
Registration Number:	2354943	PREMIER DEALER SERVICES	
Registration Number:	2295434	PREMIER DEALER SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-460-5000
Email: chiipdocket@seyfarth.com
Correspondent Name: Julia K. Sutherland
Address Line 1: 131 South Dearborn Street
Address Line 2: Suite 2400
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 058550-30

NAME OF SUBMITTER: Julia K. Sutherland

SIGNATURE: /jks/

DATE SIGNED: 06/01/2015

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 29, 2015, is by PREMIER DEALER SERVICES, INC., an Illinois corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and certain of its affiliates have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor and certain of its affiliates have entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses (except to the extent constituting Excluded Assets), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

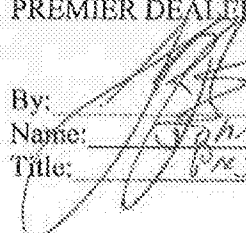
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREMIER DEALER SERVICES, INC.

By: 
Name: John R Lopez
Title: (VP)

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Andrew C. Haak, Managing Director

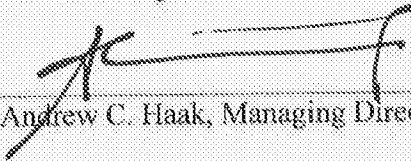
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREMIER DEALER SERVICES, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Andrew C. Haak, Managing Director



SCHEDULE I

to


PATENT AND TRADEMARK SECURITY AGREEMENT


Trademarks, Trademark Applications and Trademark Licenses

U.S. Trademark Registrations

Mark	Owner	Reg. No.	Reg. Date	Serial No.	Filing Date	Goods/Services	Status
	Premier Dealer Services, Inc.	4,130,876	24-Apr-2012	85/330,651	26-May-2011	Int. Cl. 35: Administration of customer loyalty program providing incentives to customers through repair and/or replacement of powertrain parts if the customer maintains their vehicle at the issuing automobile dealership	Registered
	Premier Dealer Services, Inc.	4,130,877	24-Apr-2012	85/330,658	26-May-2011	Int. Cl. 35: Administration of customer loyalty program providing incentives to customers through repair and/or replacement of engine parts if the customer maintains their vehicle at the issuing automobile dealership	Registered
LIFETIME ENGINE PROTECTION	Premier Dealer Services, Inc.	4,116,449	20-Mar-2012	85/327,010	23-May-2011	Int. Cl. 35: Administration of customer loyalty program providing incentives to customers through repair and/or replacement of engine parts if the	Registered (Supplemental)

							customer maintains their vehicle at the issuing automobile dealership	
LIFETIME POWERTRAIN PROTECTION	Premier Dealer Services, Inc.	4,116,450	20-Mar-2012	85/227,023	23-May-2011	Int. Cl. 35: Administration of customer loyalty program providing incentives to customers through repair and/or replacement of powertrain parts if the customer maintains their vehicle at the issuing automobile dealership	Registered (Supplemental)	
PREMIER DEFENSE EVR2 FABRIC PROTECTION	Premier Dealer Services, Inc.	4,162,077	19-Jun-2012	85/272,410	21-Mar-2011	Int. Cl. 1: Fabric protectant in the nature of sealant to preserve, protect and add to the life expectancy of interior automobile surfaces, namely, fabric surfaces on seats, doors and floors	Registered	
PREMIER DEFENSE EVR2 LEATHER & VINYL PROTECTION	Premier Dealer Services, Inc.	4,162,078	19-Jun-2012	85/272,415	21-Mar-2011	Int. Cl. 2: Protective coatings in the nature of a sealant to preserve, protect and add to the life expectancy of interior automobile surfaces, namely, leather and vinyl surfaces such as seats, interior doors, and dashboards	Registered	
PREMIER DEFENSE EVR2 PAINT SEALANT	Premier Dealer Services, Inc.	4,162,079	19-Jun-2012	85/272,426	21-Mar-2011	Int. Cl. 2: Paint sealant for exterior surface of a vehicle	Registered	
PREMIER DEFENSE FABRIC PROTECTION	Premier Dealer Services, Inc.	4,162,080	19-Jun-2012	85/272,437	21-Mar-2011	Int. Cl. 1: Fabric protectant in the nature of sealant to preserve, protect and add to the life	Registered	

								expectancy of interior automobile surfaces, namely, fabric surfaces on seats, doors and floors	
PREMIER DEFENSE PAINT SEALANT	Premier Dealer Services, Inc.	4,165,522	26-Jun-2012	85/272,464	21-Mar-2011			Int. Cl. 2: Paint sealant for exterior surface of a vehicle	Registered
PREMIER DEFENSE RUST PROOFING	Premier Dealer Services, Inc.	4,165,523	26-Jun-2012	85/272,474	21-Mar-2011			Int. Cl. 2: Rust inhibiting preparations in the nature of a coating for use on vehicles	Registered
PREMIER DEFENSE UNDERCOATING	Premier Dealer Services, Inc.	4,165,524	26-Jun-2012	85/272,480	21-Mar-2011			Int. Cl. 2: Automobile undercoating to protect undercarriage against rust and to reduce cabin noise	Registered
PREMIER DEFENSE LEATHER & VINYL PROTECTION	Premier Dealer Services, Inc.	4,195,474	21-Aug-2012	85/272,444	21-Mar-2011			Int. Cl. 2: Protective coatings in the nature of sealant to preserve, protect and add to the life expectancy of interior automobile surfaces, namely, leather and vinyl surfaces such as seats, interior doors and dashboards	Registered
 activate	Premier Dealer Services, Inc.	3,965,396	13-Oct-2009	77/695,577	20-Mar-2009			Int. Cl. 45: Monitoring of credit reports, the internet, and public records to detect and prevent identity theft and fraud and to assist in restoring and recovering identity in the event of theft or fraud	Registered
ID ACTIVATE	Premier Dealer Services, Inc.	3,695,397	13-Oct-2009	77/695,586	20-Mar-2009			Int. Cl. 45: Monitoring of credit reports, the internet, and public records to detect and prevent identity theft and fraud and to	Registered

	Premier Dealer Services, Inc.	2,354,943	06-Jun-2000	75/639,006	11-Feb-1999	<p>assist in restoring and recovering identity in the event of theft or fraud</p> <p>Int. Cl. 36: Insurance administration in the field of residual value insurance, guaranteed auto protection, excess wear and tear protection, excess mileage protection, contingent and excess liability insurance, insurance verification and tracking, collateral protection insurance, blanket collateral protection insurance, job loss protection, vehicle service contracts, dealer finance reserve protection, gap insurance and related products for automobile dealers</p>	Registered
PREMIER DEALER SERVICES	Premier Dealer Services, Inc.	2,295,434	03-Jun-1998	75/495,388	03-Jun-1998	<p>Int. Cl. 35: management and marketing of insurance and financial products of others for auto dealers; providing prospective auto buyer</p> <p>Int. Cl. 36: Providing insurance and contract marketing and administration services to automobile dealers</p>	Registered

U.S. Trademark Applications

NONE.

State Trademark Registrations

NONE.

Non-U.S. Trademark Registrations

NONE.

Non-U.S. Trademark Applications

NONE.

Common Law Trademarks

NONE.

Licenses -- Licenses/Sublicenses Of PDS As Licensor On Date Hereof

1. Chem Etch Manufacturing Supply Agreement, effective March 7, 2011, between PDS and Chem Etch Manufacturing, Inc. for the following PDS trademarks: Premier Defense Paint Sealant, Premier Defense Leather & Vinyl Protection; Premier Defense Undercoating; Premier Defense Rust Proofing; Premier Defense EVR² Paint Sealant; Premier Defense EVR² Leather & Vinyl Protection; Premier Defense EVR² Fabric Protection.

- Remains in effect until termination by either party

2. Branding & Marketing Agreement, effective July 26, 2012, between PDS and the Impact Group, Inc.

- Worldwide, non-exclusive, royalty-free limited license to use, produce, distribute and incorporate PDS' trademarks in connection with the offering for sale of PDS' products by the Impact Group
- Remains in effect until terminated by PDS
- The Impact Group sells the following PDS products (and thus has a license to use the corresponding trademark): Lifetime Engine, Lifetime Powertrain, Premier Advantage, Premier Loyalty, Premier Loyalty Plus, Premier Loyalty Tire Rewards; Premier Maintenance Plan; Primary Choice; Premier Defense; Premier Defense EVR²; Premier Guard Theft Deterrent; Premier DataDots; Premier Essential; Premier Performance; Premier Classic; Key Program (if available)

3. The following agents and dealers are a party to the PDS template service mark license agreement (which grants them a license to use PDS' trademarked names of products):

- Allieta ford; Anthony's Chrysler Dodge Jeep; North; Asbury Dealers; Brien Ford; Bruner Auto Group; Bruner Chevrolely Buick GMC Cadillac; CD Norberg & Associates, Inc.; Charapp Freeport Ford, Inc.; Choice Auto Sales; Classic Suzuki LLC; Conley Insurance Group; Crabbs Auto Sales; Dave Smith Ford; Dealer Associates; Dealer Capital Group; Desert Sun Auto Group; Don Tester Ford; Dow Lewis Motors; Equity Program Services, Inc.; Family Nissan; Billy Bender Chevrolet; Frank Fletcher Ford Lincoln; G.O. Crivelli Automotive; Gateway Ford Lincoln Mercury; Graff Chevrolet; Holdiman Motor Inc; Honda of Cleveland; Intrepid Automotive Enterprise, Inc.; Joseph Chevrolet; Ken Cox Ford; Kerry of Florence Nissan; Kerry Toyota Scion; Kokomo Auto World Inc.; Larry Fannin Chev Buick GMC of Morehead; Larry Fannin Chevrolet Buick, Inc.; Larry Fannin's Family Ford; Laurel Chrysler Dodge Jeep; Laurel Ford Lincoln; Laurel Toyota; Laurel Valley Motors; Billy Bender Chrysler Jeep Dodge; Matt Castrucci Honda; Matt Castrucci Mazda; Matt Castrucci Nissan; McCluskey Chevrolet; McLoughlin Chevrolet; Midwest Auto Store; Miracle Chrysler Dodge Jeep; Murphy Nissan; Nemet Motors LLC; Route Sixty Six, Inc.; Smith Nissan; NYLSI Inc. DBA Sunrise Toyota; Superior Chevrolet; Titan Dealer Services; Toyota of Cleveland; Toyota of Irving; Tristar Indemnity, LLC; University Nissan; Vance Auto Group; Vic Koenig Chevrolet
- Note that each of the licensing of trademark names of products to agents and dealers marketing the products is part of PDS' normal course of business. As such, the above list is subject to change.

Licenses -- Licenses/sublicenses of PDS as Licensee on Date Hereof

"Great American Insurance Group" (with & without logo)	PDS & Great American Insurance Company	10/30/2009	Relationship with GAIC will be terminated in 2015.
Logos & trademarks of Simoniz: "Simoniz GlassCoat," "Simoniz Stain Sentry" and "Simoniz Leather Conditioner"	PDS & Simoniz	7/3/13	Until terminated

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

U.S. Patent Registrations

NONE.

U.S. Patent Applications

NONE.

Non-U.S. Patent Registrations

NONE.

Non-U.S. Patent Applications

NONE.

Licenses -- Licenses/Sublicenses Of PDS As Licensor and/or Licensee On Date Hereof

NONE.