

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344394

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Auto Sales, Inc.		06/08/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Business Development Corporation of America, as Administrative Agent		
<b>Street Address:</b>	405 Park Avenue		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86552147	U.S. AUTO SALES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	036889-111		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>SIGNATURE:</b>	/John E. Slaughter/		
<b>DATE SIGNED:</b>	06/12/2015		
<b>Total Attachments: 4</b>			
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
INTELLECTUAL PROPERTY

**United States Patent and Trademark Office**

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 8, 2015 (as the same may be amended, modified, extended, supplemented or restated from time to time, the "Security Agreement") by and among the Grantors party thereto and Business Development Corporation of America, in its capacity as administrative agent (the "Agent") for the Lenders referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon intellectual property shown on Schedule 1 hereto to the Agent for the ratable benefit of the Lenders referenced in the Security Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

The Grantors and the Agent, on behalf of the Lenders referenced in the Security Agreement, hereby acknowledge and agree that the security interest in the intellectual property shown on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any such item of intellectual property or any application therefor.

[Remainder of page intentionally left blank – Signature page to follow]

Very truly yours,

U.S. AUTO SALES, INC.,  
a Georgia corporation

By: 

Name: Jay Putnam

Title: Chief Financial Officer and Secretary

Notice of Grant of Security Interest

**TRADEMARK**  
**REEL: 005550 FRAME: 0801**

Acknowledged and Accepted:

ADMINISTRATIVE  
AGENT:

BUSINESS DEVELOPMENT CORPORATION OF AMERICA,  
as Administrative Agent



By: \_\_\_\_\_

Name: *Robert K. Grunwaldt*

Title: *President & CEO*

Notice of Grant of Security Interest

**TRADEMARK**  
**REEL: 005550 FRAME: 0802**

Schedule 1

U.S. Auto Sales, Inc.  
(Georgia Corporation)

U.S. Trademark

Pending Application

Mark	Appl. No.	Filing Date
U.S. AUTO SALES	86552147	03/03/15