

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION		01/03/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BUY HERE PAY HERE, USA, LLC		
<b>Street Address:</b>	537 INMAN ST W		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37311		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3430655		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	klanderson@hollandhart.com		
<b>Correspondent Name:</b>	Scott Irwin		
<b>Address Line 1:</b>	P.O. Box 11583		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84110		
<b>ATTORNEY DOCKET NUMBER:</b>	38522.0532		
<b>NAME OF SUBMITTER:</b>	Scott R. Irwin		
<b>SIGNATURE:</b>	/Scott R. Irwin/		
<b>DATE SIGNED:</b>	01/05/2018		
<b>Total Attachments: 4</b>			
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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL  
(TRADEMARKS AND PATENTS)**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of January 3, 2018, is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (the "Grantee"), in favor of **BUY HERE PAY HERE, USA, LLC**, a Tennessee limited liability company (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement referred to below.

WHEREAS, in connection with that certain (i) Credit Agreement dated as of August 23, 2013 by and among the Grantor, the other Loan Parties thereto, the Lenders party thereto, and the Grantee, as Administrative Agent (as amended from time to time, the "Credit Agreement"), (ii) that certain Security Agreement dated as of August 23, 2013 among the Grantor, the other Loan Parties thereto, and the Grantee (as amended from time to time, the "Security Agreement"), and (iii) Grant of Security Interest in Trademarks and Patents dated as of August 23, 2013 by the Grantor in favor of the Grantee (as amended from time to time, the "Intellectual Property Security Agreement"), the Grantor granted security interests to the Grantee in certain intellectual property owned by the Grantor, including those listed on Schedule A attached hereto (the "Trademarks") and on Schedule B attached hereto (the "Patents" and, together with the Trademarks, the "Intellectual Property Collateral"); and

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on February 3, 2014 at Reel 5212, Frame 0928; and

WHEREAS, the Grantor has requested a specific release of the security interest granted and recorded against the Intellectual Property Collateral.


NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, together with the goodwill of the business symbolized thereby, whether granted pursuant to the Intellectual Property Security Agreement or any other agreement or document delivered in connection with the Security Agreement or Credit Agreement, and the Grantee hereby reassigns any and all such right, title and interest that the Grantee may have in, to and under the Intellectual Property Collateral to the Grantor.

The Grantee agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Grantee's security interest in the released collateral described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantee has executed this Release as of the date first above written.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By:   
Name: Kevin Dowdle  
Title: SVP

**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