

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI16295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interstate Auto Group, Inc.		02/07/2024	Corporation: MINNESOTA
Universal Acceptance Corporation		02/07/2024	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Administrative Agent		
Street Address:	19 West 44th Street		
Internal Address:	Suite 200		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	75913923	CARHOP	
Serial Number:	76037673	CARHOP	
Serial Number:	76192125	CARHOP	
Serial Number:	76618515	NOBODY WORKS HARDER TO GET YOU APPROVED	
Serial Number:	78759494	CARS & CREDIT TO GO!	
Serial Number:	78759575	HELPING PEOPLE DRIVE.	
Registration Number:	3806507	SMARTMOVE AUTO	
Registration Number:	3158377	WE HELP PEOPLE DRIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC -J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		

CH \$215.00.00 75913923

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: Jean Paterson

DATE SIGNED: 02/09/2024

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 7th day of February, 2024, Interstate Auto Group, Inc., a Minnesota corporation (“*Interstate*”) and Universal Acceptance Corporation, a Minnesota corporation (“*Universal*”; and together with Interstate, the “*Debtors*” and individually, a “*Debtor*”) each with its principal place of business and mailing address at 5417 Lakeland N, Crystal, Minnesota 55429, in consideration of good and valuable consideration, the receipt and sufficiency of which is set forth in the Security Agreement and hereby acknowledged, assigns, mortgages and pledges to BMO Bank N.A., a national banking association (“*Bank*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Bank acting as such administrative agent and any successor(s) to Bank acting in such capacity being hereinafter referred to as the “*Agent*”, and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by such Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other parties executing the Security Agreement as Debtors, and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a security interest for collateral purposes in relation to any applications by any Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as such Debtor’s Intent-to-Use Application is pending with a Statement of Use having been filed, accepted and is registered by the Trademark Office, then this Trademark Collateral Agreement shall operate only to create a security interest for

collateral purposes in favor of Secured Party on the trademark registration of such Intent-to-Use Application as collateral security for the Secured Obligations, such that when a Statement of Use is filed, and accepted, and the application is registered by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party in relation to such property identified on Schedule A and/or any Intent-to-Application that obtains trademark registration as provided by the preceding paragraph.

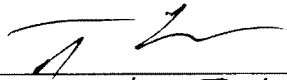
Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and grant of the security interest for collateral purposes in the trademarks, trademark registrations, and trademark applications listed in Schedule A are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INTERSTATE AUTO GROUP, INC.

By 
Name Tim Eide
Title Vice President

UNIVERSAL ACCEPTANCE CORPORATION

By 
Name Tim Eide
Title Vice President

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 008341 FRAME: 0347

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INTERSTATE AUTO GROUP, INC.


By _____
Name _____
Title _____

UNIVERSAL ACCEPTANCE CORPORATION

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A.

By  _____
Name Robert Bomber
Title Managing Director

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS**

LOAN PARTY	DESCRIPTION	DESCRIPTION	SERIAL NUMBER/ REGISTRATION NUMBER	FILING DATE / REGISTRATION DATE
Interstate Auto Group, Inc.	CARHOP	Dealerships in the field of automobiles and franchising, namely, offering technical assistance in the establishment and/or operation of automobile dealerships	75/913,923 / 2,456,461	Filing: 2/10/200 Registration: 5/29/2001
Interstate Auto Group, Inc.	CARHOP and Design	Dealerships in the field of automobiles and franchising, namely, offering technical assistance in the establishment and/or operation of automobile dealerships	76/037,673 / 2,457,208	Filing: 5/1/2000 Registration: 6/5/2001
Interstate Auto Group, Inc.	CARHOP and Design	Automobile financing services	76/192,125 / 2,506,760	Filing: 1/10/2001 Registration: 11/13/2001
Interstate Auto Group, Inc.	NOBODY WORKS HARDER TO GET YOU APPROVED	Dealerships in the field of automobiles and franchising, namely, offering technical assistance in the establishment and/or operation of automobile dealerships	76/618,515 / 3,031,319	Filing: 10/29/2004 Registration: 12/20/2005
Interstate Auto Group, Inc.	CARS & CREDIT TO GO!	Automobile dealerships Financing relating to automobiles	78/759,494 / 3,180,342	Filing: 11/22/2005 Registration: 12/5/2006
Interstate Auto Group, Inc.	HELPING PEOPLE DRIVE.	Automobile dealerships Financing relating to automobiles	78/759,575 / 3,158,379	Filing: 11/22/2005 Registration: 10/17/2006

Interstate Auto Group, Inc.	SMARTMOVE AUTO	Automobile dealerships Financing relating to automobiles	3,806,507 / 3,806,507	Filing: 6/22/2010 Registration: 6/22/2010
Interstate Auto Group, Inc.	WE HELP PEOPLE DRIVE	Automobile dealerships Financing relating to automobiles	78/759,503 / 3,158,377	Filing: 11/22/2005 Registration: 10/17/2006

TRADEMARK

REEL: 008341 FRAME: 0350

RECORDED: 02/09/2024