

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Innovative Aftermarket Systems L.P.		11/06/2007	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	M&I Marshall & Ilsley Bank
<b>Street Address:</b>	770 North Water Street
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	banking corporation: WISCONSIN

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	1968928	DIAL SMART CARD
Registration Number:	3036934	GAP PROTECTION
Registration Number:	2867920	IAS
Registration Number:	2854857	IAS
Registration Number:	2124944	INVISIBLE PHANTOM FOOTPRINTS
Registration Number:	2788867	R.E.D. - ALERT
Registration Number:	2756528	R.I.D.E. SAFE
Registration Number:	2861481	R.O.A.D. INTIRE
Registration Number:	1850295	SAFELOK
Registration Number:	3027272	SMART DEALER PRODUCTS
Registration Number:	2856954	SMART DEALER UNIVERSITY
Registration Number:	2863566	SMARTEYE
Registration Number:	3014220	SMARTMENU
Registration Number:	2867707	SMARTTRAC

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Registration Number:	2858989	THE INSTITUTE OF HIGHER EARNING
Registration Number:	1781303	THEFT AVERT
Registration Number:	3084510	VSC VEHICLE SERVICE CONTRACT
Serial Number:	78666540	YOUR EYE IN F&I
Serial Number:	78676002	F&I WITNESS
Registration Number:	3336338	MULTI-SHIELD
Serial Number:	78538430	SMART CRM
Registration Number:	3341253	SMARTEYE F&I WITNESS
Serial Number:	77198307	SUPER POLYSTEEL

**CORRESPONDENCE DATA**

Fax Number: (414)978-8675

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 414.277.5675

Email: msl@quarles.com

Correspondent Name: Marta S. Levine

Address Line 1: Quarles & Brady LLP

Address Line 2: 411 East Wisconsin Avenue

Address Line 4: Milwaukee, WEST VIRGINIA 53202

NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	01/09/2008

**Total Attachments: 5**

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**CONFIRMATION OF SECURITY INTEREST IN UNITED STATES PATENTS,  
TRADEMARKS, AND COPYRIGHTS**

**THIS CONFIRMATION OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS** (the "Confirmation of Security Agreement") is made effective as of November 6, 2007, by and from **INNOVATIVE AFTERMARKET SYSTEMS L.P.** (the "Grantor"), a Texas limited partnership, whose principal address is 12800 Angel Side Drive, Leander, Texas 78641, to and in favor of **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as Agent (in its capacity as Agent, the "Secured Party") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Grantor, Secured Party and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Grantor and Secured Party have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Grantor has granted Secured Party, for the benefit of the Lenders, a security interest in substantially all of Grantor's personal property and assets;

WHEREAS, Grantor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued by or pending before the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmation of Security Agreement has been granted in conjunction with the security interest granted to Secured Party under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmation of Security Agreement is made to secure the satisfactory performance and payment of all the Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been threatened or asserted or for which Grantor has no

knowledge of any facts or circumstances which could result in any contingent indemnification obligations), Secured Party shall, upon such satisfaction, execute, acknowledge, and deliver to Grantor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmation of Security Agreement.

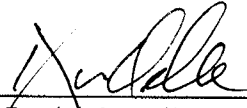
- (b) The Grantor hereby assigns and grants to Secured Party, for the benefit of the Lenders, a security interest in (1) all of Grantor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Secured Party and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmation of Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Grantor has executed this Confirmation of Security Agreement effective as of the above-indicated date.

**INNOVATIVE AFTERMARKET  
SYSTEMS L.P.**

**By: IAS WARRANTY SERVICES, LLC, its  
General Partner**

By:   
Name: Daniel G. Helle  
Title: President

CONFIRMATION OF SECURITY AGREEMENT IN UNITED STATES PATENTS,  
TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

**REGISTERED TRADEMARKS & PENDING APPLICATIONS:**

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
DIAL SMART CARD	74551633	1968928	4/16/1996	Registered
GAP PROTECTION & Design	78430002	3036934	12/27/2005	Registered
IAS	78195202	2867920	7/27/2004	Registered
IAS	78009368	2854857	6/15/2004	Registered
INVISIBLE PHANTOM FOOTPRINTS	75117151	2124944	12/30/1997	Registered
R.E.D. - ALERT	78186879	2788867	12/2/2003	Registered
R.I.D.E. SAFE	75794366	2756528	8/26/2003	Registered
R.O.A.D. INTIRE	78187547	2861481	7/6/2004	Registered
SAFELOK	74342576	1850295	8/16/1994	Registered
SMART DEALER PRODUCTS	78430018	3027272	12/13/2005	Registered
SMART DEALER UNIVERSITY	78212666	2856954	6/22/2004	Registered
SMARTEYE	78095700	2863566	7/13/2004	Registered
SMARTMENU	78095694	3014220	11/8/2005	Registered
SMARTTRAC	78095688	2867707	7/27/2004	Registered
THE INSTITUTE OF HIGHER EARNING	78212665	2858989	6/29/2004	Registered
THEFT AVERT	74323936	1781303	7/13/1993	Registered
VSC VEHICLE SERVICE CONTRACT & Design	78430005	3084510	4/24/2006	Registered
YOUR EYE IN F&I	78666540			Pending
F&I WITNESS	78676002			Pending
MULTI-SHIELD	78676014			Pending
SMART CRM	78538430			Pending
SMARTEYE F&I WITNESS	78676004			Pending
SUPER POLYSTEEL	77198307			Pending

**U.S. PATENTS AND PATENT APPLICATIONS**

<u>Description</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
Business Method for Memorializing Vehicle Purchase Transactions	10/060,027	1/28/2002
Business Method for Tracking Customer Presentations by Vehicle Sales	10/060,033	1/28/2002
Business Method for Tracking Customer Presentations by Vehicle Sales	10/901,892	7/19/2004
Network Communications Protocol	60/592,340	7/29/2004
Network Communications Protocol	11/193,000	7/29/2005

**U.S. COPYRIGHTS**

**REGISTERED COPYRIGHTS:**

<u>Title of Work</u>	<u>Registration No.</u>	<u>Issue Date</u>
ROAD intire brochure.	TX-5-705-027	2/14/2003
Smarteyenetmon.exe.	TXu-1-173-261	11/10/2003
Smartmenu.exe.	TXu-1-173-262	11/10/2003
Smartmenu.exe.	TXu-1-173-263	11/10/2003
Smarteye.net.exe.	TXu-1-173-264	11/10/2003