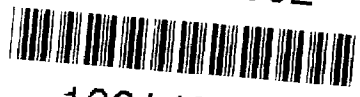


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07-01-2002



PATENT 102140422

Form PTO-1595  
(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Auto Advisors, L.L.C.  
11308 Davenport Street  
Omaha, NE 68154  
  
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

7.1.02

2. Name and address of receiving party(ies)  
Name: BNP Paribas  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 787 Seventh Avenue  
\_\_\_\_\_  
\_\_\_\_\_  
City: New York State: NY Zip: 10019  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:  
☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_  
Execution Date: March 11, 2002

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
09/746,377  
Additional numbers attached? ☐ Yes ☒ No  
B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Tara O'Hagan  
Internal Address: O'Molveny & Myers LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 153 E. 53rd Street  
\_\_\_\_\_  
Room 5249  
City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account  
8. Deposit account number:  
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9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
Tara O'Hagan Signature  
Name of Person Signing  
3/19/02 Date

Total number of pages including cover sheet, attachments, and documents: ☐  
Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231



03-27-2002  
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1. Name of conveying party(ies):

Auto Advisors, L.L.C.  
11308 Davenport Street  
Omaha, NE 68154

3-20-02

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

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City: New York State: NY Zip: 10019

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09/746,377

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Tara O'Hagan  
Name of Person Signing

Tara O'Hagan  
Signature

3/19/02  
Date

Total number of pages including cover sheet, attachments, and documents: 1

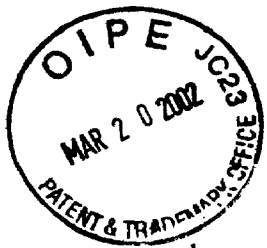
Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

03/26/2002 LMUELLER 00000229 09746377

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PATENT  
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## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, AUTO ADVISORS, L.L.C.**, a Nebraska corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS, HEARTLAND AUTOMOTIVE SERVICES, INC.**, a Minnesota corporation ("**Company**"), has entered into a Credit Agreement dated as of March 1<sup>st</sup> 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and **BNP PARIBAS**, as Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "Lender Interest Rate Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "Interest Rate Exchangers");

**WHEREAS**, Grantor has guarantied the prompt payment and performance when due of all Obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of March 1<sup>st</sup> 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all

patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the **"Patents"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Patent Collateral; (ii) whatever is collected on, or distributed on account of, the Patent Collateral; (iii) rights arising out of the Patent Collateral; (iv) to the extent of the value of the Patent Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Patent Collateral; (v) to the extent of the value of Patent Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Patent Collateral (whether or not Secured Party is the loss payee thereof); and whatever is receivable or received when the Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

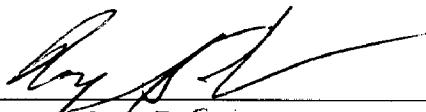
Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11<sup>th</sup> day of March, 2002.

**AUTO ADVISORS, L.L.C.**

By:   
Name: Roy J. Schumacher  
Title: CEO

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

**Patents Pending:**

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor</u>
Auto Advisors, L.L.C.	12/21/2000	09-746,377	Method And Apparatus For Alerting Owners Of Recommended Vehicle Maintainence	Brian S. Edwards