



01-12-2000

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02-08-2000

MWP
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



101261195

TO: The Commissioner of Patents and Trademarks: Please record the attached on...

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

02/08/2000 DNGUYEN 00000022 75762763

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
200.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/762,763"/>	<input type="text" value="75/220,737"/>	<input type="text" value="75/220,798"/>	<input type="text" value="2,188,852"/>	<input type="text" value="2,148,474"/>	<input type="text" value="2,174,069"/>
<input type="text" value="75/220,618"/>	<input type="text" value="75/220,793"/>	<input type="text"/>	<input type="text" value="2,170,547"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

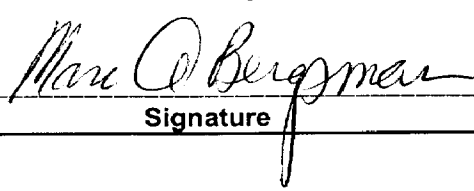
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman  Jan. 11, 2000

Name of Person Signing Signature Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of October 25, 1999 (this "Security Agreement"), is made by CONSUMERS CAR CLUB, a California corporation (the "Company"), CAR CLUB INSURANCE AGENCY, INC., a California corporation ("Insurance Agency"), and AUTO INSIDER SERVICE, INC., a California corporation ("Auto Insider") (each individually, a "Debtor" and, collectively, the "Debtors"), in favor of FORD MOTOR COMPANY, a Delaware corporation ("Ford").

RECITALS

A. The Company has entered into a Loan Agreement of even date herewith (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Loan Agreement") with Ford pursuant to which Ford may make Revolving Credit Advances (as therein defined) to the Company.

B. Each of Insurance Agency and Auto Insider is a wholly owned subsidiary of the Company and will receive value from the extension of credit to the Company under the terms and conditions of the Loan Agreement.

C. Each of Insurance Agency and Auto Insider have guaranteed the obligations of the Company under the Loan Agreement pursuant to a Guaranty Agreement of even date herewith (the "Guaranty Agreement").

D. As a condition to the effectiveness of the obligations of Ford under the Loan Agreement, each Debtor is required to grant to Ford, a first-priority security interest, subject only to security interests expressly permitted by the Loan Agreement, in and to the Collateral hereinafter described.

AGREEMENT

To secure (a) the prompt and complete payment of all indebtedness and other obligations of the Company or any Debtor now or hereafter owing to Ford under or on account of the Loan Agreement, the Note, the Guaranty Agreement, this Security Agreement or other instruments issued to Ford pursuant thereto, (b) the performance of the covenants under the Loan Agreement, this Security Agreement and the Guaranty Agreement and any monies expended by Ford in connection therewith, and (c) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of any Debtor to Ford, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by any Debtor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation

all principal and all interest (including any interest accruing subsequent to any petition filed by or against any Debtor under the U.S. Bankruptcy Code), indemnity obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of each Debtor being herein called the "Secured Obligations", and all of the documents, agreements and instruments among the Debtors, Ford, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Loan Agreement, the Note, this Security Agreement and the Guaranty Agreement, being herein collectively called the "Operative Documents"), for value received and pursuant to the Loan Agreement, each Debtor hereby grants, assigns and transfers to Ford a first-priority security interest, subject only to Permitted Liens, in and to the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Debtor's present and future accounts, documents, instruments, general intangibles and chattel paper, including, but without limitation, all accounts receivable, contract rights, all deposit accounts and all monies and claims for money due or to become due to the Debtor, security held or granted to the Debtor;

(b) All of the Debtor's furniture, fixtures, machinery and equipment, whether now owned or hereafter acquired, and wherever located, and whether used by the Debtor or any other person, or leased by the Debtor to any person and whether the interest of Debtor is as owner, lessee or otherwise;

(c) All of the Debtor's present and future inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Debtor;

(d) All other present and future assets of the Debtor (whether tangible or intangible), including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, web pages and web sites (including without limitation the contents thereof), domain names, telephone numbers, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of the Debtor as licensor under any of the foregoing whether now owned and existing or hereafter arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property");

(e) All books, records, files, correspondence, computer programs, tapes, disks, cards,

accounting information and other data of the Debtor related in any way to the Collateral described in clauses (a), (b), (c) and (d) above, including but not limited to any of the foregoing necessary to administer, sell or dispose of any of the Collateral;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not Ford is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

1. Representations, Warranties, Covenants and Agreements. Each Debtor further represents, warrants, covenants, and agrees with Ford as follows:

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of Ford hereunder, unless Ford shall otherwise consent, the Debtor shall be deemed to have represented and warranted that (i) the Debtor is the lawful owner of such Collateral and has the right and authority to subject the same to the security interest of Ford; (ii) other than Permitted Liens and lessors' interest with respect to any security interest in any property leased by the Debtor as lessee, none of the Collateral is subject to any Lien other than that in favor of Ford and there is no effective financing statement or other filing covering any of the Collateral on file in any public office, other than in favor of Ford. This Security Agreement creates in favor of Ford a valid first-priority security interest, subject only to Permitted Liens, in the Collateral enforceable against the Debtor and all third parties and securing the payment of the Secured Obligations. All financing statements necessary to perfect such security interest in the Collateral have been delivered by the Debtor to Ford for filing.

(b) Location of Offices, Records and Facilities. The Debtor's chief executive office and chief place of business and the office where the Debtor keeps its records concerning its accounts, contract rights, chattel papers, instruments, general intangibles and other obligations arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise ("Receivables"), and all originals of all leases and other chattel paper which evidence Receivables, is at the location listed on Schedule 1(b)(i). The Debtor will provide Ford with prior written notice of any proposed change in the location of its chief executive office. The Debtor's only other offices and facilities are at the locations set forth in Schedule 1(b)(ii) hereto. The Debtor will provide Ford with prior written notice of any change in the locations of its other offices and the facilities at which any assets of the Debtor are located. The tax identification number of the Debtor is set forth on Schedule 1(b)(i). The name of the Debtor is correctly set forth on the signature pages hereof, and except as set forth on Schedule 1(b)(i) the Debtor operates under no other names. The Debtor shall not change its name without the prior written consent of Ford.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral

consisting of inventory is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without the prior written consent of Ford. (ii) All Collateral consisting of fixtures, machinery or equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations without the prior written consent of Ford.

(d) Liens, Etc. The Debtor will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than those described in paragraph 1(a)(ii) and those consented to in writing by Ford. The Debtor will not, without the prior written consent of Ford, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for, prior to an event of default only (notwithstanding any other agreement), the following: inventory sold in the ordinary course of business and other assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed under Section 8.3 of the Loan Agreement. Ford or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located.

(e) Insurance. The Debtor shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by a company rated A or better by Best and shall be in amounts sufficient to protect Ford against any and all loss or damage to the Collateral. The policy or policies which evidence said insurance shall be delivered to Ford upon request, shall contain a lender loss payable clause in favor of Ford, shall name Ford as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving Ford at least 30 days prior written notice thereof, and shall otherwise be in form and substance satisfactory to Ford. Reimbursement under any liability insurance maintained by the Debtor pursuant to this paragraph 1(e) shall be paid to Ford for application to the Secured Obligations.

(f) Taxes, Etc. The Debtor will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges, not being contested in good faith, which are now or hereafter may become a Lien upon any of the Collateral. If the Debtor fails to pay any such taxes, assessments or other imposts or charges in accordance with this Section, Ford shall have the option to do so and the Debtor agrees to repay forthwith all amounts so expended by Ford with interest at the rate set forth in the Loan Agreement.

(g) Further Assurances. The Debtor will do all acts and things and will execute all financing statements and writings reasonably requested by Ford to establish, maintain and continue a perfected and valid security interest of Ford in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the

costs of any searches deemed necessary by Ford, to establish and determine the validity and the priority of Ford's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

(h) List of Patents, Copyrights, Mask Works and Trademarks. Attached hereto as Schedule 1(h)(i) is a list of all patents and patent applications owned by the Debtor. Attached hereto as Schedule 1(h)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by the Debtor. Attached hereto as Schedule 1(h)(iii) is a list of all trademarks and service marks owned by the Debtor. If the Debtor at any time owns any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, the Debtor shall give Ford prompt written notice thereof and hereby authorizes Ford to modify this Agreement by amending Schedules 1(h)(i), 1(h)(ii) and 1(h)(iii) to include all future patents, copyrights, mask works, trademarks and applications therefor and agrees to execute all further instruments and agreements, if any, if requested by Ford to evidence Ford's interest therein.

(i) Maintenance of Tangible Collateral. The Debtor will cause the tangible Collateral material to the conduct of its business to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall forthwith, or, in the case of any loss or damage to any of the tangible Collateral as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements which are necessary or desirable to such end. The Debtor shall promptly furnish to Ford a statement respecting any loss or damage to any of the tangible Collateral.

(j) Maintenance of Intellectual Property and Other Intangible Collateral. The Debtor shall preserve and maintain all rights of the Debtor and Ford in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Debtor's expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to halting the infringement of any Intellectual Property or other Collateral, the Debtor does not need to take all such appropriate action if the Debtor has, or after an Event of Default Ford has, reasonably determined that it is not in its best interest to demand or enforce cessation of such infringement or other conduct because it is either not material or because the adverse consequences to the Debtor would outweigh the benefits gained by such demand or enforcement.

2. Events of Default. The occurrence of any Event of Default under the Loan Agreement shall be deemed an event of default under this Security Agreement.

3. Remedies. Upon the occurrence of any event of default specified in Paragraph 2 hereof, Ford shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Operative Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the Uniform Commercial Code, and each Debtor hereby agrees to assemble the Collateral and make it available to Ford at a place to be designated by Ford which is reasonably convenient to both parties, authorizes Ford to take

possession of the Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements, incurred by Ford) and then to the payment and satisfaction of the Secured Obligations. Any requirement of reasonable notice shall be met if Ford sends such notice to the Debtors, by registered or certified mail, at least 5 days prior to the date of sale, disposition or other event giving rise to a required notice. Ford may be the purchaser at any such sale. Each Debtor expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. Ford shall have no obligation to preserve rights against prior parties. Each Debtor hereby waives as to Ford any right of subrogation or marshalling of such Collateral and any other collateral for the Secured Obligations. To this end, each Debtor hereby expressly agrees that any such collateral or other security of such Debtor or any other party which Ford may hold, or which may come to Ford's possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which Ford or such Debtor does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. Each Debtor shall be liable for any deficiency remaining after disposition of the Collateral.

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence of any event of default, each Debtor shall, if requested to do so in writing, and to the extent so requested (i) promptly collect and enforce payment of all amounts due the Debtor on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by the Debtor as trustee for Ford, without commingling with any funds belonging to the Debtor, and (iii) forthwith deliver all such payments to Ford with endorsement to Ford's order of any checks or similar instruments.

(b) Upon the occurrence of any event of default, each Debtor shall, if requested to do so, and to the extent so requested, notify all Obligors and other persons with obligations to the Debtor on account of or in connection with any of the Collateral of the security interest of Ford in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to Ford. Ford itself may, upon the occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to Ford.

(c) Upon the occurrence of any event of default, for purposes of assisting Ford in exercising its rights and remedies provided to it under this Security Agreement, each Debtor (i) hereby irrevocably constitutes and appoints Ford its true and lawful attorney, for and in the Debtor's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorizes Ford to endorse the name of the Debtor, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral,

and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, hereby irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as Ford shall deem advisable and (iv) hereby irrevocably authorizes Ford to notify the post office authorities to change the address for delivery of the Debtor's mail to an address designated by Ford, and Ford may receive, open and dispose of all mail addressed to the Debtor. Notwithstanding any other provisions of this Security Agreement, it is expressly understood and agreed that Ford shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to Ford under any Operative Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of Ford under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by Ford. To the extent that it lawfully may, each Debtor agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will the Debtor, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by Ford and waiver of any default or forbearance on the part of Ford in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

7. Governing Law, Consent to Jurisdiction; Definitions. This Security Agreement has been substantially negotiated and is being executed, delivered, and accepted, and is intended to be performed, in the State of Michigan. All obligations, rights and remedies hereunder, shall be governed by and construed and interpreted in accordance with the laws of the State of Michigan without reference to the choice of law principles of such state. Each Debtor further agrees that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and each Debtor hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably consents to the service of process in connection with any such action or

proceeding by personal delivery to such agent or to the Debtor or by the mailing thereof by registered or certified mail, postage prepaid to the Debtor c/o the Company at its address set forth in Section 11.2 of the Loan Agreement, such service to be effective as the equivalent of personal delivery upon the date of mailing and such service will constitute personal service. Nothing in this Section 7 shall affect the right of Ford to bring any such action or proceeding against the Company or property in the courts of any other jurisdiction. The Company hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined on the date hereof. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered in the manner described in the Loan Agreement.

9. Rights Not Construed as Duties. Ford neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which Ford has or obtains a security interest hereunder. If any Debtor fails to perform any agreement contained herein, Ford may but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of Ford incurred in connection therewith shall be payable by the Debtors under paragraph 12 hereof. The powers conferred on Ford hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, Ford shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

12. Expenses. (a) Each Debtor agrees, jointly and severally, to indemnify Ford from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from Ford's gross negligence or willful misconduct.

(b) Each Debtor will, upon demand, pay to Ford an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Ford may incur in connection with (i) the administration of this Security Agreement,

(ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Ford hereunder or under the Operative Documents, or (iv) the failure of the Debtor to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns, and inure, together with the rights and remedies of Ford hereunder, to the benefit of Ford and its successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all Operative Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Debtor.

14. Waiver of Jury Trial. Ford, in accepting this Security Agreement, and each Debtor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither Ford nor any Debtor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by Ford or any Debtor except by a written instrument executed by each of them.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Debtor has caused this Security Agreement to be duly executed as of the day and year first set forth above.

CONSUMERS CAR CLUB

By: Michael A. Kaelen

Its: President

CAR CLUB INSURANCE AGENCY, INC.

By: Michael A. Kaelen

Its: President

AUTO INSIDER SERVICE, INC.

By: Michael A. Kaelen

Its: President

Accepted and Agreed:

FORD MOTOR COMPANY

By: Peter Sherry, Jr.

Peter Sherry, Jr.

Its: Assistant Secretary

Assistant Secretary

SCHEDULES TO SECURITY AGREEMENT
Between Ford Motor Company, as secured party,
And Consumers Car Club, Auto Insider Service, Inc.
And Car Club Insurance Agency, Inc., as debtors
Dated as of October 25, 1999

Schedule 1 (b) (i) Location of Offices, Records and Facilities

Consumers Car Club, 221 Main Street, Suite 250, San Francisco, CA 94105
Tax Identification Number: 94-3051153

Auto Insider Service, Inc., 221 Main Street, Suite 250, San Francisco, CA 94105
Tax Identification Number: 95-3829350

Car Club Insurance Agency, Inc., 221 Main Street, Suite 250, San Francisco, CA 94105
Tax Identification Number: 94-3261658

Debtors also operates under the names of:

Carclub.com

American Inspection Company

American Information Company, Inc. (prior corporate name of Consumers Car Club, which is currently being phased out and transitioned to the new corporate name: Consumers Car Club.)

1-800-CarClub

Americom

Schedule 1 (b) (ii) Location of Other Offices, Records and Facilities

American Inspection Company, 111 West Ocean Boulevard, Suite 910, Long Beach, CA 90802
Storage facility at 101 Howard Street, San Francisco, CA 94105
Computer server facility at Above Net, 150 South Second Street, San Jose, CA 95113
Auto Insider Service, Inc.: storage facility at 15360 Oxnard Street, Van Nuys, CA 91411

Schedule 1 (c) (i) Location of Inventory

None

Schedule 1 (c) (ii) Location of Fixtures, Machinery and Equipment

221 Main Street, Suite 250, San Francisco, CA 94105

111 West Ocean Boulevard, Suite 910, Long Beach, CA 90802

The Debtor has sales people (employees and independent contractors) traveling throughout the United States who have possession of debtor's equipment.

Schedule 1 (h) (i) List of Patents and patent applications

None

Schedule 1 (h) (ii) List of all registered Copyrights and all mask works and applications

None

Schedule 1 (h) (iii) List of Trademarks and service marks

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
1-800-CAR-CLUB	035; 036; 039;	US	75/223451 01/02/97	2170547 06/30/98	Registered Affidavit of Use Due : 06/30/03 End Sec.8 due 06/30/04 SUPPLEMENTAL REGISTER; Response due (ext. to 02/08/98) ; completed 02/09/98
1-800-CAR-CLUB	036;	US	75/220618 01/02/97		Pending Response due (ext. to 02/08/98) ; completed 02/09/98 Notice of allowance due 03/29/99 (ext. to 09/29/01) ; completed 09/29/98 Statement of Use due 03/29/00 Extension of time due 03/29/00
CARCLUB.COM	035; 036; 039;	US	75/220737 01/02/97		Pending Response due (ext. to 03/10/98) ; completed 03/05/98 Response due (ext. to 12/15/98) ;
CONSUMERS CAR CLUB	035; 036; 039;	US	75/220799 01/02/97	2174069 07/14/98	Registered Affidavit of Use Due : 07/14/03 End Sec.8 due 07/14/04 SUPPLEMENTAL REGISTER; Response due (ext. to 03/08/98) ; completed 03/06/98
CONSUMERS CAR CLUB	036;	US	75/220798 01/02/97		Pending Response due (ext. to 02/27/98) ; completed 02/27/98 Response due (ext. to 11/19/98) ;
CONSUMERS CAR CLUB & DESIGN	035;	US	74/608695 12/08/94	20148474 04/07/98	Registered Date of First Use : 06/01/93 Affidavit of Use Due : 04/07/03 End Sec.8 due 04/07/04 Response due (ext. to 11/09/95) ; completed 09/06/95 Response due (ext. to 01/23/97) ; completed 01/13/97 Response due (ext. to 10/04/97) ; completed 10/03/97
CONSUMERS CAR CLUB 1-800-CAR CLUB &	035; 036; 039;	US	75/220617 01/02/97	2188852 09/15/98	Registered Date of First Use : 02/01/96 Affidavit of Use Due : 09/15/03 End Sec.8 due 09/15/04 Response due (ext. to 02/08/98) ; completed 02/09/98
CONSUMERS CAR CLUB 1-800-CAR CLUB &	036;	US	75/220793 01/02/97		Pending Response due (ext. to 02/01/98) ; completed 01/30/98 Notice of allowance due 02/04/99 (ext. to 08/04/01) ; completed 08/04/98 Extension of time due 02/04/00 Statement of Use due 02/04/00
YOU'RE NOT ALONE	035; 036; 039;	US	75/762763 07/28/99		Pending