

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROVIDENT FUNDING ASSOCIATES, L.P.		04/06/2010	LIMITED PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3372153	PROVIDENT FUNDING THE MORTGAGE PRICE LEADER	
Registration Number:	3488596	PROVIDENT FUNDING	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35585		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$65.00 3372153

TRADEMARK

Date:

04/08/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 6, 2010, among PROVIDENT FUNDING ASSOCIATES, L.P., a California limited partnership (the “Company”), PFG FINANCE CORP., a California corporation (the “Co-Issuer” and, together with the Company, the “Issuers”) and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the “Collateral Agent”).

Reference is made to (a) the Indenture dated as of April 6, 2010 (as amended, supplemented or otherwise modified from time to time, the “Indenture”) among the Issuers, each of the subsidiaries of the Issuers party thereto and the Collateral Agent and (b) the Security Agreement dated as of April 6, 2010 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Issuers and the Collateral Agent. The Issuers are executing and delivering this Agreement pursuant to the terms of the Security Agreement to induce potential investors to purchase the securities issued under the Indenture. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Notes Obligations, the Issuers, pursuant to the Security Agreement, did and hereby do grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Issuers or in which any Issuer now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any successor office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Issuers hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. General.

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Issuer or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

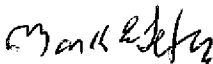
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROVIDENT FUNDING ASSOCIATES, L.P.

BY: PROVIDENT FUNDING GROUP, INC.,
its GENERAL PARTNER

by 
Name: Michelle C. Blake
Title: Chief Financial Officer

PFGE FINANCE CORP.,

by 
Name: Mark E. Lefandwicz
Title: Treasurer

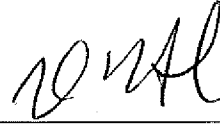
[Provident Trademark Security Agreement]

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TRADEMARK
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U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent,

by



Name: Joshua A. Hahn
Title: Assistant Vice President

[Provident Trademark Security Agreement]

[[3207410]]

TRADEMARK
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Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Provident Funding Associates, L.P.	Service Mark: PROVIDENT FUNDING THE MORTGAGE PRICE LEADER	3,372,153	10 years from 5/14/2007
Provident Funding Associates, L.P.	Service Mark: PROVIDENT FUNDING	3,488,596	10 years from 10/17/2003

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
None.			

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				