

**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
Pioneer Financial Services, Inc.		06/12/2009	CORPORATION: MISSOURI
Pioneer Military Lending of Nevada, LLC		06/12/2009	LIMITED LIABILITY COMPANY: NEVADA
Pioneer Military Lending of Georgia, LLC		06/12/2009	LIMITED LIABILITY COMPANY: GEORGIA
Military Acceptance Corporation, Inc.		06/12/2009	CORPORATION: NEVADA
Pioneer Funding, Inc.		06/12/2009	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	UMB Bank, N.A., Agent
<b>Street Address:</b>	1010 Grand Boulevard
<b>City:</b>	Kansas City
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64106
<b>Entity Type:</b>	National Banking Association: MISSOURI

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1995684	P PIONEER MILITARY LOANS
Registration Number:	1995683	P PIONEER MILITARY LENDING
Registration Number:	2646483	C.A.S.H. CUSTOMERS ARE SPECIAL HERE
Registration Number:	2781380	YOU DESERVE A LITTLE CREDIT
Registration Number:	2892216	P SINCE 1932 PIONEER SERVICES
Registration Number:	2971628	PIONEER FINANCIAL SERVICES
Registration Number:	2925730	PIONEER FINANCIAL
Registration Number:	2922326	BATH READY-TO-USE
Registration Number:	3178480	THE RESPONSIBLE ALTERNATIVE

OP \$490.00 1995684

900179470

**TRADEMARK**  
 REEL: 004438 FRAME: 0981

Registration Number:	3178481	THE RESPONSIBLE LENDING ALTERNATIVE
Registration Number:	3178482	BREAK THE DEBT CYCLE
Registration Number:	3205455	PIONEER SERVICES
Registration Number:	3219192	MILITARY LOAN GUARANTEE
Registration Number:	3237015	MILITARY LOAN GUARANTEE OFFERED SINCE 1986
Registration Number:	3237497	MILITARY SCORING MODEL (MSM)
Registration Number:	3233512	WE HELP THE MILITARY WHEN OTHERS DON'T.
Registration Number:	3405234	LOANS FOR MILITARY LIFE
Registration Number:	3463805	NEWPATH LOAN
Serial Number:	77237622	NEWPATH SAVINGS ACCOUNT

**CORRESPONDENCE DATA**

Fax Number: (816)474-3216  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 816-474-8100  
Email: sfbbaaction@spencerfane.com  
Correspondent Name: Kyle L. Elliott  
Address Line 1: 1000 Walnut Street  
Address Line 2: Suite 1400  
Address Line 4: Kansas City, MISSOURI 64106

ATTORNEY DOCKET NUMBER:	4321905-427
NAME OF SUBMITTER:	Kyle L. Elliott
Signature:	/kle/
Date:	12/22/2010

Total Attachments: 13  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 12, 2009, is made by and between Pioneer Financial Services, Inc., a Missouri corporation ("Pioneer"), Pioneer Military Lending of Nevada, LLC, a Nevada limited liability company ("Nevada"), Pioneer Military Lending of Georgia, LLC, a Georgia limited liability company ("Georgia"), Military Acceptance Corporation, Inc., a Nevada corporation ("Acceptance") and Pioneer Funding, Inc., a Nevada corporation ("Funding," and together with Pioneer, Nevada, Georgia and Acceptance herein collectively, "Debtor" or the "Borrowers" and UMB Bank, N.A., a national banking association ("UMB"), in its capacity as Agent for the Banks (in such capacity, "Secured Party") party to the Lending Agreement (as herein defined).

WHEREAS, the Borrowers, MidCountry Bank, a federally chartered savings bank, Secured Party, UMB, Arvest Bank, an Oklahoma banking corporation ("Arvest"), Commerce Bank, N.A., a national banking association ("Commerce"), First Bank, a Missouri banking corporation ("FBM"), Texas Capital Bank, N.A., a national banking association ("Texas"), Southwest Bank, an M&I Bank, a Missouri banking corporation ("Southwest"), Solutions Bank, a Kansas banking corporation ("Solutions") and BancFirst, an Oklahoma banking corporation ("BF"), and together with UMB, Arvest, Commerce, FBM, Texas, Southwest and Solutions each herein a "Bank" and collectively, "Banks") are parties to that certain Secured Senior Lending Agreement (as hereafter modified, amended or restated, herein the "Lending Agreement") dated of even date herewith and certain Loan Documents, pursuant to which Banks agreed to make extensions of credit to Borrowers (terms used but not defined herein have the meanings ascribed thereto in the Lending Agreement); and

WHEREAS, to induce Banks to make Loans to Borrowers and to enter into the Lending Agreement, Debtor has agreed to grant Secured Party for the benefit of the Banks a security interest in all of Debtor's patents, trademarks, copyrights and other intellectual property and processing systems;

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Lending Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Lending Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Missouri.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Lending Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of Borrowers' obligations to Banks under the Lending Agreement and the other Loan Documents, Debtor hereby grants to Secured Party a first perfected security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iv) All of Debtor's present and future copyright registrations, including Debtor's United States copyright registrations listed in Schedule A to this Agreement, all of Debtor's present and future applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule B to this Agreement, and all of Debtor's

present and future copyrights that are not registered in the Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(v) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(vi) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(vii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(viii) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) 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 the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Lending Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Lending Agreement or other Loan Documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Lending Agreement or any other Loan Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties re: Collateral. Debtor represents and warrants to Secured Party and the Banks and covenants and agrees with the Secured Party and the Banks, the following:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule B.

(c) Copyright Registrations. A true and correct list of all of Debtor's United States copyright registrations is set forth in Schedule C.

(d) Applications for Copyright Registration. A true and correct list of all of Debtor's United States applications for copyright registrations is set forth in Schedule D.

(e) Verification. Any officers, employees or agents of Secured Party shall have the right, at any time or times hereafter, in the name of Secured Party or Debtor or in the name of a nominee of Secured Party, to verify the validity, amount or any other matter relating to any Collateral by mail, telephone, telegraph or otherwise. All reasonable costs, fees and expenses relating thereto incurred by Secured Party and the Banks (or for which Secured Party becomes obligated) during the continuation of any Event of Default or any event which with the passage of time or the giving of notice or both would become an Event of Default under this Agreement shall become part of the Secured Obligations and be payable by Debtor to Secured Party on demand;

(f) Records. Debtor will at all times maintain a record of Collateral at its chief executive office, keeping correct and accurate records itemizing and describing the Collateral, all of which records shall be available during Debtor's usual business hours at the request of any of Secured Party's officers, employees or agents. Debtor will cooperate fully with Secured Party and its officers, employees and agents who shall have the right at any time or times to inspect the Collateral and the records with respect thereto; and

(g) Priority. All of the Collateral is subject to a first priority perfected security interest in favor of the Secured Party.

SECTION 5. Representations and Covenants of Debtor. Debtor hereby represents and warrants to Secured Party and the Banks, and covenants and agrees with Secured Party and the Banks, that:

(a) Debtor is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization. Debtor's exact legal name is as set forth in the preamble of this Agreement and Debtor has not during the past five (5) years conducted business under any other name. Debtor does not now, nor will Debtor at any time during the term of this Agreement, conduct business under any name other than its exact legal name. Debtor's organizational identification numbers are Pioneer 00055239, Nevada C14264-1994, Georgia 08074796, Acceptance E0277442007-6, and Funding E0277482007-0, Debtor will not change its type of organization, its jurisdiction of organization, its name or its organizational identification number unless (i) Debtor gives Secured Party at least thirty (30) days prior written notice of the same, (ii) such change is permitted pursuant to the terms of the Lending Agreement and the other Loan Documents and (iii) prior to making any such change, Debtor executes (if necessary)

and/or obtains and delivers to Secured Party any and all additional financing statements and/or amendments thereto and/or other agreements, documents or notices as may be required by Secured Party;

(b) Debtor has full corporate right, power and authority to execute, deliver and perform its obligations under this Agreement and to grant to Secured Party the security interest in and lien on the Collateral hereby stated to be granted;

(c) The individual executing this Agreement on behalf of Debtor has been duly elected and qualified and has been duly authorized and empowered to execute, deliver and perform the terms of this Agreement on behalf of Debtor;

(d) The execution, delivery and performance of this Agreement by Debtor does not and will not violate any of the terms or provisions of the Articles of Incorporation or Bylaws or Articles of Organization or Operating Agreement of Debtor;

(e) The execution, delivery and performance of this Agreement by Debtor does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Debtor or the terms of any indenture, agreement, document, instrument or undertaking to which Debtor is a party or by which it or any of its properties is bound;

(f) Debtor's chief executive office and all other places of business of Debtor and locations of any of the Collateral owned by Debtor and the locations of all offices where Debtor keeps its books and records respecting the Collateral owned by it are listed on Exhibit A attached hereto and incorporated herein by reference;

(g) Debtor is, or, as to Collateral acquired by Debtor after the date hereof, will be, the sole and absolute owner of all of the Collateral owned by Debtor, free and clear of any and all liens and claims of any kind or nature whatsoever, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(h) Except for filings by Secured Party, no financing statement covering any of the Collateral is or will be on file in any public office at any time during the term of this Agreement other than such of the same as necessary to perfect Secured Party's security interest in and lien on the Collateral and those of the same, if any, disclosed in the Lending Agreement;

(i) Debtor will not, without the prior written consent of Secured Party and the Banks, sell, transfer, lease, license or otherwise dispose of or offer to dispose of any of the Collateral or any interest therein;

(j) Debtor will permit Secured Party to examine and inspect the Collateral or any part thereof, wherever located, at any reasonable time or times; provided that in the exercise of this right, Secured Party agrees to use its best efforts to avoid material interference with each Debtor's business operations;

(k) Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction initial financing statements and/or any amendments thereto;

(l) Debtor will reimburse Secured Party and the Banks upon demand for (i) all reasonable costs and expenses incident to perfecting, maintaining or terminating the security interest granted by this Agreement, including search fees, filing and recording fees, fees and expenses owing to third parties for services provided under any control agreement entered into to perfect the security interest herein granted in Collateral in electronic format and all taxes and legal and other out-of-pocket fees and expenses paid or incurred by Secured Party and the Banks in connection with any of the foregoing and (ii) all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Secured Party and the Banks in seeking to collect or enforce any rights under this Agreement or incurred by Secured Party and the Banks in seeking to collect or enforce any of the Secured Obligations, all of which costs and expenses shall constitute a part of the Secured Obligations and be payable by Debtor to Secured Party and the Banks on demand.

SECTION 6. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the first perfected security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO and the Copyright Office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 7. Authorization to Supplement. If Debtor shall obtain rights to any new Collateral, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new Collateral or renewal or extension of any Collateral registration. Without limiting Debtor's obligations under this Section 7, Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C and D to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

SECTION 8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Secured Party for the benefit of Banks and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits,



obligations or duties hereunder except as specifically permitted by the Lending Agreement and other Loan Documents.

SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Missouri, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Missouri.

SECTION 10. Entire Agreement; Amendment. This Agreement, the Lending Agreement, and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Lending Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Lending Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Lending Agreement.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 13. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this

Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Lending Agreement.

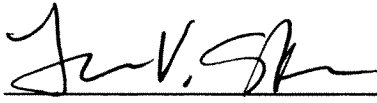
SECTION 16. Power of Attorney. The Secured Party is hereby fully authorized and empowered (without the necessity of any further consent or authorization from the Debtor) and the right is expressly granted to the Secured Party, and the Debtor hereby constitutes, appoints and makes the Secured Party as the Debtor's true and law attorney-in-fact and agent for the Debtor and in the Debtor's name, place and stead with full power of substitution, in the Secured Party's name or the Debtor's name or otherwise, for the Secured Party's sole use and benefit, but at the Debtor's cost and expense, to exercise, without notice, all or any of the following powers at any time with respect to all or any of the Collateral after the occurrence of any Event of Default under the Lending Agreement or under this Agreement which has not been timely cured: (a) to notify account debtors or the obligors on the Collateral and the related rights to make and deliver payments to the Secured Party; (b) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due by virtue thereof and otherwise deal with proceeds; (c) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Secured Party in connection therewith; (d) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (e) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the relative goods, as fully and effectively as if the Secured Party were the absolute owner thereof; and (f) to extend the time of payment of any or all thereof and to grant waivers and make any allowance or other adjustment with reference thereto; provided, however, the Secured Party will be under no obligation or duty to exercise any of the powers hereby conferred upon it and will be without liability for any act or failure to act in connection with the collection of, or the preservation of any rights under, any Collateral.

SECTION 17. Default; Remedies. On the occurrence of any Event of Default which has not been cured as provided in the Lending Agreement or if the Debtor fails to keep, observe, comply with and perform all of the obligations and undertakings under this Agreement or any of the other Loan Documents or fails to pay any Borrowers' obligations under the Lending Agreement when due, then, and in any such event, the Secured Party may, at its option and without notice to any party, declare all or any portion of the Secured Indebtedness to be immediately due and payable and may proceed to enforce payment of the same, to exercise any or all rights and remedies provided herein, in the other Loan Documents, and by the UCC and otherwise available at law or in equity. All remedies hereunder are cumulative, and any indulgence or waiver by the Secured Party will not be construed as an abandonment of any other right hereunder or of the power to enforce the same or another right at a later time. Whether the Secured Party elects to exercise any other rights or remedies under this Agreement or applicable law, the Secured Party will be entitled to have a receiver appointed to take possession of the Collateral without notice, which notice the Debtor hereby waives, notwithstanding anything contained in this Agreement or any law heretofore or hereafter enacted.

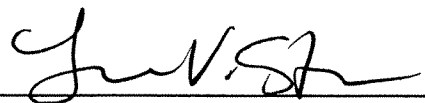
SECTION 18. Inconsistencies with the Lending Agreement. To the extent any terms hereof are inconsistent with the terms of the Lending Agreement, the terms of the Lending Agreement will control.

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

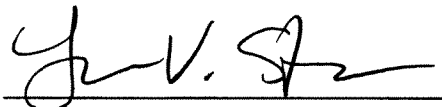
**PIONEER MILITARY LENDING OF NEVADA,  
LLC, A Nevada Limited Liability Company**

By: 

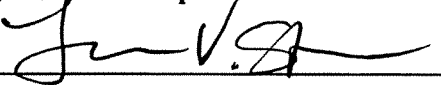
**PIONEER MILITARY LENDING OF GEORGIA,  
LLC, a Georgia Limited Liability Company**

By: 

**PIONEER FUNDING, INC., a Nevada Corporation**

By: 

**MILITARY ACCEPTANCE CORPORATION,  
INC., a Nevada Corporation**

By: 

**SCHEDULE A  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(UPDATED APRIL 10, 2009)**

DEBTOR: PIONEER FINANCIAL SERVICES, INC.

Word Mark	Registration Number	Status	Status Date	Live/Dead	Use
P Pioneer Military Loans	1995684	This registration has been renewed.	7/22/2006	Live	®
P Pioneer Military Lending	1995683	This registration has been renewed.	7/22/2006	Live	®
C.A.S.H. Customers Are Special Here	2646483	Registered.	11/5/2002	Live	®
You Deserve A Little Credit	2781380	Registered. Declined to file necessary declaration in 6th year to continue the filing process. This registration will lapse.	8/11/2008	Live	®
P since 1932 Pioneer Services	2892216	The Trademark Trial and Appeal Board has terminated a cancellation proceeding.	4/4/2007	Live	®
Pioneer Financial Services	2971628	Registered	7/19/2005	Live	®
Pioneer Financial	2925730	Registered	2/8/2005	Live	®
Bath Ready to Use	2922326	Registered	2/1/2005	Live	®
The Responsible Alternative	3178480	Registered	11/28/2006	Live	®
The Responsible Lending Alternative	3178481	Registered	11/28/2006	Live	®
Break the Debt Cycle	3178482	Registered	11/28/2006	Live	®
Pioneer Services	3205455	Registered	2/6/2007	Live	®
Military Loan Guarantee	3219192	Registered	3/13/2007	Live	®
Military Loan Guarantee Offered Since 1986	3237015	Registered	5/1/2007	Live	®
Military Scoring Model (MSM)	3237497	Registered	5/1/2007	Live	®
We Help The Military When Others Don't	3233512	Registered	4/24/2007	Live	®
Loans for Military Life	3405234	Received notice of publication, serial number: 77284991	5/6/2008	Live	®
Newpath Loan	3463805	Received notice of publication, serial number: 77237602	7/16/2008	Live	®
Newpath Savings Account	(NOT AVAILABLE)	Received notice of publication, serial number: 77237622 (TMO requires ad copy by Oct 1, 2008 - we can file up to 4 6-month extensions before our mark lapses). First 6-month extension filed 10/1/08 - ext by TMO to 4/1/09. Declined 2nd extension as there is a \$150 filing fee.	2/5/2009	Live	SM

**SCHEDULE B  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

DEBTOR: PIONEER FINANCIAL SERVICES, INC.

<b>Patent Application</b>				
<b>Applicant(s)</b>	<b>Filing Date</b>	<b>Title</b>	<b>Serial No.</b>	<b>Atty Docket No.</b>
Thomas H. Holcom Kansas City, MO	5/18/2005	Automobile Insurance during Military Deployment	11/132,014	PIO001/108443

**SCHEDULE C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

DEBTOR: PIONEER FINANCIAL SERVICES, INC.

Registered Copyrights

None Registered

**SCHEDULE D  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

DEBTOR: PIONEER FINANCIAL SERVICES, INC.

Copyright Applications

None