

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                                    |
|----------------------------------|--|--|------------------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                               |                                    |
| <b>NATURE OF CONVEYANCE:</b>     |  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                                    |
| <b>CONVEYING PARTY DATA</b>      |  |  |                                    |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>                        | <b>Entity Type</b>                 |
| Peach Holdings, LLC              |  | 05/19/2011                                   | LIMITED LIABILITY COMPANY: GEORGIA |
| <b>RECEIVING PARTY DATA</b>      |  |  |                                    |
| <b>Name:</b>                     | TitleMasters Holding, LLC  |  |                                    |
| <b>Street Address:</b>           | 5805 State Bridge Road   |  |                                    |
| <b>Internal Address:</b>         | Suite G-450  |  |                                    |
| <b>City:</b>                     | Johns Creek  |  |                                    |
| <b>State/Country:</b>            | GEORGIA  |  |                                    |
| <b>Postal Code:</b>              | 30097  |  |                                    |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: GEORGIA   |  |                                    |
| <b>PROPERTY NUMBERS Total: 2</b> |  |  |                                    |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                                    |
| <b>Serial Number:</b>            | 77773627   | TITLEMASTERS                                 |                                    |
| <b>Serial Number:</b>            | 77773651   | TITLE MASTERS                                |                                    |
| <b>CORRESPONDENCE DATA</b>       |  |  |                                    |
| <b>Fax Number:</b>               | (404)873-8729  |  |                                    |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                                    |
| <b>Phone:</b>                    | 404-873-8728   |  |                                    |
| <b>Email:</b>                    | trademarks@agg.com   |  |                                    |
| <b>Correspondent Name:</b>       | Scott E. Taylor  |  |                                    |
| <b>Address Line 1:</b>           | 171 17th Street, NW  |  |                                    |
| <b>Address Line 2:</b>           | Suite 2100   |  |                                    |
| <b>Address Line 4:</b>           | Atlanta, GEORGIA 30363-1031  |  |                                    |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 14237.2  |  |                                    |
| <b>NAME OF SUBMITTER:</b>        | Scott E. Taylor  |  |                                    |

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| Signature:   | /set/      |
| Date:  | 05/20/2011 |
| Total Attachments: 2<br>source=TITLEMASTER and TITLE MASTERS-036-Assignment#page1.tif<br>source=TITLEMASTER and TITLE MASTERS-036-Assignment#page2.tif |            |

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (hereinafter referred to as "Assignment") is, effective as of this 1<sup>st</sup> day of May, 2011, by and between Peach Holdings, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNOR"), and TitleMasters Holding, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNEE").

**WHEREAS**, ASSIGNOR owns and is using the mark TITLEMASTERS in connection with the following goods/services: "Financial services, namely, temporary loans in the nature of automobile title pawn loans"; and

**WHEREAS**, ASSIGNOR applied to register the TITLEMASTERS mark on the Principal Register of the United States Patent and Trademark Office based on ASSIGNOR'S bona fide intent to use the mark in commerce in connection with the above-described services, Application Ser. No. 77/773,627 filed on July 2, 2009; and

**WHEREAS**, on May 12, 2011, ASSIGNOR filed a Statement of Use alleging ASSIGNOR'S first use of the TITLEMASTERS mark as of September 9, 2009; and

**WHEREAS**, ASSIGNOR has acquired good will associated with and symbolized by the TITLEMASTERS mark and has used the TITLEMASTERS mark without abandoning the same; and

**WHEREAS**, ASSIGNOR owns and has a bona fide intent to use the mark TITLEMASTERS in connection with the following goods/services: "Financial services, namely, temporary loans in the nature of automobile title pawn loans"; and

**WHEREAS**, ASSIGNOR has applied to register the TITLEMASTERS mark on the Principal Register of the United States Patent and Trademark Office based on ASSIGNOR'S bona fide intent to use the TITLEMASTERS mark in connection with the above-described services, Application Ser. No. 77/773,651 filed on July 2, 2009; and

**WHEREAS**, ASSIGNEE desires to acquire the business of ASSIGNOR in connection with which ASSIGNEE has a bona fide intent to use the TITLEMASTERS mark and the application pending for the TITLEMASTERS mark; and

**WHEREAS**, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the TITLEMASTERS mark and the TITLEMASTERS mark (collectively, the "Marks") worldwide; and

**WHEREAS**, ASSIGNOR is willing to relinquish all right, title and interest that it may have in and to the Marks and to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Marks worldwide.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, transfers, and sells to

ASSIGNEE all right, title, and interest as ASSIGNOR may possess in and to the Marks together with the goodwill of the business in connection with which the TITLEMASTERS mark is used and which is symbolized by said mark, and together with that portion of ASSIGNOR'S business in connection with which it has a bona fide intent to use the TITLE MASTERS mark. In addition, ASSIGNOR assigns to ASSIGNEE all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Marks, together with the right to sue for, and to collect, such damages.

ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Marks in the ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR:

Peach Holdings, LLC

Printed Name: Timothy J. Frankino

Title: President

SWORN TO and subscribed before me  
on this 19th day of May 2011.

Monica M. Abbate

Notary Public

My Commission Expires: 7-27-2013

Monica M. Abbate  
Notary Public, Gwinnett County, Georgia  
No. W-00059803  
My Commission Expires July 27, 2013

ASSIGNEE:

TitleMasters Holdings, LLC

Printed Name: Stephen A. Kirkwood

Title: Accounts General Counsel

SWORN TO and subscribed before me  
on this 19th day of May 2011.

Monica M. Abbate

Notary Public

My Commission Expires: 7-27-2013

Monica M. Abbate  
Notary Public, Gwinnett County, Georgia  
No. W-00059803  
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