



Schedule II

I. Trademarks

None

II. Trademark Applications

<u>Applicant</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
Community Choice Family Insurance Agency, LLC	COMMUNITY CHOICE FAMILY INSURANCE  The mark consists of two intersecting arches above the words COMMUNITY CHOICE in larger font over the words FAMILY INSURANCE, with the arches extending from the letter "U" in COMMUNITY to the second "C" in CHOICE.	85468292	11/09/2011
Community Choice Family Insurance Agency, LLC	COMMUNITY CHOICE FAMILY INSURANCE  The mark consists of standard characters, without claim to any particular font, style, size, or color.	85451890	10/20/2011

III. Trademark Licenses

None

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 1, 2012 (this "**Agreement**"), among COMMUNITY CHOICE FINANCIAL INC., an Ohio corporation (the "**Company**"), COMMUNITY CHOICE FAMILY INSURANCE AGENCY, LLC, a Delaware limited liability company (the "**New Grantor**") and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "**Collateral Agent**").

A. Reference is made to (a) the Credit Agreement dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Company, the Lenders party thereto and Credit Suisse AG, as administrative agent (the "**Administrative Agent**"), (b) the Indenture dated as of April 29, 2011 among the Company, the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (in such capacity, the "**Trustee**") and (c) the Collateral Agreement dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Company, the subsidiaries of the Company and therein, the Administrative Agent, the Trustee and the Collateral Agent.

B. The New Grantor is an affiliate of the Company and will derive substantial direct and indirect benefits from the transactions contemplated by the Finance Documents. Section 7.15(a) of the Collateral Agreement provides that additional subsidiaries of the Company may become Grantors under the Collateral Agreement. The New Grantor is executing this Agreement in accordance with the requirements of the Collateral Agreement.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit 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 Secured Obligations, the New Grantor, pursuant to the Collateral Agreement, did and hereby does 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 New Grantor or in which the New Grantor 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 (except intent-to-use applications), 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 II (the "*Trademarks*");

(b) all goodwill associated therewith or symbolized thereby; and

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

SECTION 3. Collateral 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 Collateral Agreement. The New Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

**SECTION 4. CHOICE OF LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

[Remainder of this page intentionally left blank]


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

COMMUNITY CHOICE FINANCIAL  
INC.

by: 

\_\_\_\_\_  
Name: Michael Durbin  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

COMMUNITY CHOICE FAMILY  
INSURANCE AGENCY, LLC

by: 

\_\_\_\_\_  
Name: Michael Durbin  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent

by:

\_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement – Family Insurance Agency]

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

COMMUNITY CHOICE FINANCIAL  
INC.

by:

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Name: Michael Durbin  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

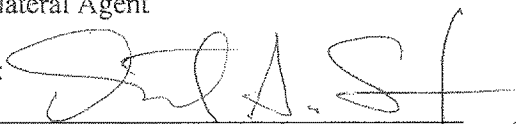
COMMUNITY CHOICE FAMILY  
INSURANCE AGENCY, LLC

by:

Name: Michael Durbin  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent

by:



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Name: David A. Schlach  
Title: Vice President

[Signature Page to Trademark Security Agreement – Family Insurance Agency]

Good Morning,

Attached, please find the following:

one (1) Trademark Security Agreement  
PTO form-2038 (credit card information)

When complete, please return the document to IP Research Plus, Inc. via email:  
[Orders@ipresearchplus.com](mailto:Orders@ipresearchplus.com). Please do not hesitate to contact me should you have any questions or  
requests.

Many thanks!  
Penelope

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Thank you for your business!

IP Research Plus, Inc.  
21 Tadcaster Circle  
Waldorf, MD 20602  
301-638-0511  
866-826-5420 fax  
[www.ipresearchplus.com](http://www.ipresearchplus.com)