

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|--------------------------|
| Tower Loan of Mississippi, Inc. | | 06/15/2012 | CORPORATION: MISSISSIPPI |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Bank of America, N.A., as Agent |
| Street Address: | 4 Sentry Parkway |
| Internal Address: | Suite 200 |
| City: | Blue Bell |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19422 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------------|
| Registration Number: | 1837036 | TOWER IS THE PLACE THAT SAYS YES! |
| Registration Number: | 1850865 | TL |
| Registration Number: | 1908764 | TOWER LOAN |

CORRESPONDENCE DATA

Fax Number: 7044448847
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-548-2154
 Email: ksaltrick@mcguirewoods.com
 Correspondent Name: McGuireWoods LLP
 Address Line 1: 1345 Avenue of the Americas
 Address Line 2: Attention: Emily Iverson, Esq.
 Address Line 4: New York, NEW YORK 10105

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 2039261-0131 |
|-------------------------|--------------|

OP \$90.00 1837036

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|---|---------------------------------|
| NAME OF SUBMITTER: | Emily Iverson, McGuireWoods LLP |
| Signature: | /Emily Iverson/ |
| Date: | 07/12/2012 |
| Total Attachments: 6 source=Tower Loan of Mississippi, Inc. - Trademark Coversheet and Attachment#page1.tif source=Tower Loan of Mississippi, Inc. - Trademark Coversheet and Attachment#page2.tif source=Tower Loan of Mississippi, Inc. - Trademark Coversheet and Attachment#page3.tif source=Tower Loan of Mississippi, Inc. - Trademark Coversheet and Attachment#page4.tif source=Tower Loan of Mississippi, Inc. - Trademark Coversheet and Attachment#page5.tif source=Tower Loan of Mississippi, Inc. - Trademark Coversheet and Attachment#page6.tif | |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tower Loan of Mississippi, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Mississippi
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 15, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Bank of America, N.A., as Agent

Street Address: 4 Sentry Parkway, Suite 200

City: Blue Bell

State: PA

Country: USA Zip: 19422

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

1,837,036 / 1,850,865 / 1,908,764

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: McGuireWoods LLP

Internal Address: Attention: Emily Iverson, Esq.

Street Address: 1345 Avenue of the Americas

City: New York

State: New York Zip: 10105

Phone Number: 212-548-2154

Docket Number: _____

Email Address: eiverson@mcguirewoods.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Emily Iverson
Signature

June 15, 2012
Date

Emily Iverson, Esq./McGuireWoods LLP
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 15, 2012 (this "Trademark Security Agreement"), is made by TOWER LOAN OF MISSISSIPPI, INC., a Mississippi corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Agent") for the Secured Parties (as defined in the Loan Agreement). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as defined below).

RECITALS:

Pursuant to the Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among FT Finance Holding LLC, a Mississippi limited liability company ("Parent"), as a guarantor, First Tower Loan, Inc., a Louisiana corporation ("First Tower"), the Grantor, the other Subsidiaries of Parent party thereto from time to time (the Grantor, First Tower and each such Subsidiary are each individually referred to herein as a "Borrower" and collectively as the "Borrowers"), the Agent, the Issuing Bank and the Lenders from time to time party thereto, the Lenders have agreed to provide to the Borrowers a revolving credit facility.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Bank Products, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement; and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon Full Payment of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

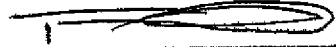
5. **Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

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

GRANTOR:

TOWER LOAN OF MISSISSIPPI, INC.

By: 
Name: Francis C. Lee
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

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

GRANTOR:

TOWER LOAN OF MISSISSIPPI, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: Bruce E. Jenks
Name: Bruce E. Jenks
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Owner | Trademark | Registration or Application Number | Date of Registration or Application |
|---------------------------------|-------------------------------------|------------------------------------|-------------------------------------|
| Tower Loan of Mississippi, Inc. | "Tower is the Place that Says Yes!" | 1,837,036 | May 17, 1994 |
| Tower Loan of Mississippi, Inc. | "TL" and Design | 1,850,865 | August 23, 1994 |
| Tower Loan of Mississippi, Inc. | Tower Loan | 1,908,764 | August 1, 1995 |

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