

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMX FINANCE LLC		06/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue
Internal Address:	11th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Bank: MINNESOTA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	78432920	TITLEMAX
Serial Number:	78432522	GET YOUR TITLE BACK WITH TITLEMAX
Serial Number:	78432518	TITLEMAX TITLE PAWN
Serial Number:	78434512	TITLEMAX TITLE LOAN
Serial Number:	78588950	TITLEBUCKS
Serial Number:	85184391	EQUITYAUTO LOAN
Serial Number:	85184394	EQUITYAUTO LOAN

CORRESPONDENCE DATA	
Fax Number:	3026365454
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-408-3121 x2348
Email:	jberg@cscinfo.com

CH \$190.00 78432920

Correspondent Name: Corporation Service Co.-J.Paterson
Address Line 1: 1090 Vermont Avenue, NW
Address Line 2: Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	80-40525643 - TQ
NAME OF SUBMITTER:	Jody Berg
Signature:	/Jody Berg/
Date:	08/02/2012

Total Attachments: 6
source=08-02-12 TMX Finance - TM#page1.tif
source=08-02-12 TMX Finance - TM#page2.tif
source=08-02-12 TMX Finance - TM#page3.tif
source=08-02-12 TMX Finance - TM#page4.tif
source=08-02-12 TMX Finance - TM#page5.tif
source=08-02-12 TMX Finance - TM#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):

TMX FINANCE LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 06/27/2012

- Assignment Merger
- Security Agreement Change of Name
- Other Grant of Security Interest in US Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal Address: _____

Street Address: 625 Marquette Avenue, 11th Floor

City: Minneapolis

State: MN

Country: USA Zip: 55402

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Bank Citizenship National Association
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)

B. Trademark Registration No.(s)

3044986 and 6 others; See Schedule attached

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: Jill C. Ruderfer

Internal Address: c/o Clifford Chance US LLP

Street Address: 31 West 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: 212-878-8022

Fax Number: 212-878-8375

Email Address: jill.ruderfer@cliffordchance.com

6. Total number of applications and registrations involved:

7

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

07/03/2012

Date

Jill C. Ruderfer

Name of Person Signing

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

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

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TMX Finance LLC, a Delaware limited liability company with principal offices at 15 Bull Street, Suite 200, Savannah, Georgia 31401 (the "Grantor"), hereby grants to Wells Fargo Bank, National Association, with principal offices at 625 Marquette Avenue, 11th Floor, Minneapolis, MN 55402, Attn: Administrator of TMX Credit Agreement, as Collateral Agent (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 27, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is dated and effective as of June 27, 2012.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

TMX FINANCE LLC, as Grantor


By: _____

Name: Tracy Young

Title: Manager

[Signature Page to Grant of Security Interest]

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent and Grantee

By: 
Name: Andrew Nyquist
Title: Assistant Vice President

[Signature page to Grant of Security Interest]

SCHEDULE A

Mark	Owner	Serial Number	Date Filed	Registration Number	Registration Date
TITLEMAX	TMX Finance LLC	78/432,920	6/10/2004	3044986	1/17/2006
GET YOUR TITLE BACK WITH TITLEMAX	TMX Finance LLC	78/432,522	6/9/2004	3137879	9/5/2006
TITLEMAX TITLE PAWN (and Design)	TMX Finance LLC	78/432,518	6/9/2004	3137878	9/5/2006
TITLEMAX TITLE LOAN (and Design)	TMX Finance LLC	78/434,512	6/14/2004	3057196	2/7/2006
TITLEBUCKS	TMX Finance LLC	78/588,950	3/16/2005	3175272	11/21/2006
EQUITYAUTO LOAN	TMX Finance LLC	85184391	11/24/2010	4057796	11/15/2011
EQUITYAUTO LOAN (and Design)	TMX Finance LLC	85184394	11/24/2010	4057797	11/15/2011