

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easyfinancial Services Inc.		10/04/2012	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Crystal Financial LLC		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02141		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85226514	EASYFINANCIAL SERVICES	
Serial Number:	77012924	EASYFINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	102508-0024		
NAME OF SUBMITTER:	Jennifer C. Evans		
Signature:	/jce/		

Date:

10/18/2012

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of October 4, 2012, is made by and between Easyfinancial Services Inc., a corporation formed under the laws of Ontario ("Company"), and Crystal Financial LLC ("Crystal").

### Recitals

A. Company, as borrower, the guarantors from time to time party thereto, Crystal, as Administrative Agent, and the lenders party thereto from time to time (the "Lenders") are parties to a Credit Agreement, dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which the lenders may now or hereafter extend credit to or for the account of Company.

B. Company has, pursuant to a General Security Agreement dated as of the date hereof in favor of the Administrative Agent (as amended, restated, supplemented or restated from time to time, the "Security Agreement"), granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Company, to secure the payment of the Secured Obligations of the Company.

C. As a condition to extending credit to or for the account of Company under the Credit Agreement, Crystal has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms referenced but not defined herein shall have the meanings given to them in the Security Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all patents or applications for patents owned by Company, fees or royalties with respect to each, and the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the U.S. patents and patent applications listed on Exhibit A.

"Trademarks" means all trademarks, service marks, collective membership marks, registrations and applications for registration for each owned by Company, and the respective goodwill associated with each, fees or royalties with respect to each, and the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the U.S. trademark registrations and applications listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and grants Crystal a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the

personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060. If after the date hereof, Company acquires ownership of any U.S. Patents or U.S. federal Trademark registrations or applications therefor not listed on Exhibits A or B, then Company shall promptly (but no later than thirty (30) days after the end of the fiscal quarter in which Company acquired such Patent or Trademark) provide written notice to Crystal.

3. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Crystal pursuant to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of Crystal with respect to the Security Interest made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to contracts made and to be performed therein without regard to conflict of law principles.

5. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Agreement shall be subject to all of the general terms and conditions contained in the Security Agreement, *mutatis mutandis*.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

EASYFINANCIAL SERVICES INC.

By:   
Print Name: Steve Goertz  
Its: Chief Financial Officer

CRYSTAL FINANCIAL LLC

By: \_\_\_\_\_  
Print Name:  
Its: Authorized Signatory

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Patent and Trademark Security Agreement (Borrower)  
Crystal/easyfinancial

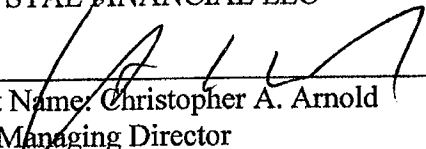
**TRADEMARK**  
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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

EASYFINANCIAL SERVICES INC.

By: \_\_\_\_\_  
Print Name: Steve Goertz  
Its: Chief Financial Officer

CRYSTAL FINANCIAL LLC

By:  \_\_\_\_\_  
Print Name: Christopher A. Arnold  
Its: Managing Director

Patent and Trademark Security Agreement (Borrower)  
Crystal/easyfinancial

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EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

EXHIBIT B

UNITED STATES TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Application No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Class/Description</b>
easyfinancial Services Inc.	United States	EASYFINANCIAL SERVICES	Pending	85/226514 – 1/26/2011		036
easyfinancial Services Inc.	United States	EASYFINANCIAL SERVICES (AND DESIGN)	Registered	77/012924 – 10/3/2006	3585166 – 3/10/2009	036

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**RECORDED: 10/18/2012**

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