

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
ZestCash, Inc.		12/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BCF Servicing Agent, LLC, as Collateral Agent		
Street Address:	c/o Katten Muchin Rosenman, 525 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3979587	LOANS FOR LIFE'S SURPRISES	
Registration Number:	3963514	ZESTCASH	
Registration Number:	4003830	ZESTCASH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.5770.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	341307-38		
NAME OF SUBMITTER:	Oscar Ruiz		

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TRADEMARK
 REEL: 004919 FRAME: 0788

Signature:	/Oscar Ruiz/
Date:	12/14/2012
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 12, 2012, by ZESTCASH, INC., a Delaware corporation (the "**Grantor**"), in favor of BCF Servicing Agent, LLC, as collateral agent (the "**Collateral Agent**") for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Guaranty and Security Agreement, dated as of December 12, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), entered into by and among the Grantor, the other "**Guarantors**" party thereto and Collateral Agent which secures certain now existing and future arising obligations owing to the Purchaser Secured Parties under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Purchaser Secured Parties (as defined in the Security Agreement), a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Purchaser Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under

any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Purchaser Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be a contract made under, and governed and enforced in every respect by, the internal laws of the State of New York, without giving effect to its conflicts of law principles. Any dispute, controversy, or claim, whether contractual or non contractual, between the parties arising directly or indirectly out of or connected with this Agreement, including claims for declaratory relief, or relating to the breach or alleged breach of any representation, warranty, agreement, or covenant under this Agreement, unless mutually settled by the parties and including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in New York, New York. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate, except that the parties hereto agree that the arbitration, the arbitrators' authority and the relief available shall be limited as follows:

(i) The arbitrators shall be obligated to apply the rules of evidence and the substantive laws of the State of New York applicable to actions litigated in the courts of the State of New York; and

(ii) The arbitrators shall be deemed to have exceeded their powers, authority or jurisdiction if the award they render is not correct under the applicable law and properly admitted evidence, if the arbitrators grant relief not expressly permitted under this Agreement or if the arbitrators otherwise fail to comply with the terms and limitations of this paragraph. In the event of any conflict between the rules of JAMS and this Agreement, this Agreement will control. Any arbitration shall be conducted by arbitrators approved by the JAMS and mutually acceptable to the parties hereto. All such disputes, controversies, or claims shall be conducted by a single arbitrator, unless the dispute involves more than \$50,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. If the parties hereto are unable to agree on the arbitrator(s), then JAMS shall select the arbitrator(s). The resolution of the dispute by the arbitrator(s) shall be final, binding, nonappealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitration award shall be in writing and shall include a statement of the reasons for the award. The arbitrator(s) shall award reasonable attorneys' fees and costs to the prevailing party. Process in any such action may be served upon any party hereto in the manner provided for giving of notices to it herein. Notwithstanding the foregoing, the parties hereto hereby consent to the jurisdiction of the state and federal courts located in the City of New York, New York with respect to any action (A) to

obtain injunctive or other equitable relief and (B) to enforce or dispute any arbitration award or to obtain, enforce or dispute any judgment relating thereto.

The parties hereto hereby consent to the exercise of jurisdiction over its person and its property by any court of competent jurisdiction situated in the City of New York, New York (whether it be a court of the State of New York or a court of the United States of America situated in New York, New York) for the enforcement of this Agreement or in any other controversy, dispute or question arising hereunder, and each party hereto hereby waives any and all personal or other rights to object to such jurisdiction for such purposes. Each party hereto, for itself and its successors and assigns, hereby waives any objection which it may have to the laying of venue of any such action or suit at any time, each party hereto agrees that service of process may be made, and personal jurisdiction over such party obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation by personal delivery or by United States of America certified or registered mail, return receipt requested, addressed to such party at its address for notices as provided in this Agreement. Each party hereto waives all claims of lack of effectiveness or error by reasons of any such service.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ZESTCASH, INC., a Delaware corporation

By: 

Name: Michael Rasic

Title: Chief Financial Officer


Trademark Security Agreement

TRADEMARK

REEL: 004919 FRAME: 0793

Acknowledged:

BCF SERVICING AGENT, LLC,
as Collateral Agent

By: 
Name: Scott R. Zemnick
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademark/Service mark	Registration #	Registration Date
LOANS FOR LIFE'S SUPRISSES	3979587	June 14, 2011
ZESTCASH	3963514	May 17, 2011
ZESTCASH (stylized and design)	4003830	July 26, 2011