

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AAFA OF SOUTH CAROLINA, INC.		02/15/2013	CORPORATION: DELAWARE
ACSO OF MICHIGAN, INC.		02/15/2013	CORPORATION: DELAWARE
ADVANCE AMERICA MONEY.COM, INC.		02/15/2013	CORPORATION: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF ALABAMA, LLC		02/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF CALIFORNIA, LLC		02/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF FLORIDA, LLC		02/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF LOUISIANA, LLC		02/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF OKLAHOMA, INC.		02/15/2013	CORPORATION: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF SOUTH CAROLINA, INC.		02/15/2013	CORPORATION: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS OF TENNESSEE, INC.		02/15/2013	CORPORATION: DELAWARE
ADVANCE AMERICA, CASH ADVANCE CENTERS, INC.		02/15/2013	CORPORATION: DELAWARE

OP \$1240.00 3005984

RECEIVING PARTY DATA

Name:	Synovus Bank, as Administrative Agent
Street Address:	1200 Johnson Ferry Road
City:	Marietta
State/Country:	GEORGIA

TRADEMARK

Postal Code:	30068
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	3005984	ADVANCE AMERICA
Registration Number:	2098979	NATIONAL CASH ADVANCE
Registration Number:	3241204	YOU ADVANCE AMERICA
Registration Number:	3578057	ANYTIME ADVANCE
Registration Number:	2923007	\$ ADVANCE AMERICA CASH ADVANCE
Registration Number:	3157362	
Registration Number:	2966898	REGISTER IN ADVANCE YOU COUNT BECAUSE YOU VOTE.
Registration Number:	3579873	WHO IS THERE FOR YOU?
Registration Number:	3686037	LIFE MONEY
Registration Number:	3772682	FROM CLICK TO CASH
Registration Number:	3829147	WORRY FREE
Registration Number:	3897183	ADVANCING AMERICA TOGETHER
Registration Number:	3832514	CLICK FOR CASH
Registration Number:	3832513	CLICK TO CASH
Registration Number:	3918005	AMERICA DESERVES A RAISE
Registration Number:	3928954	CLICK 4 CASH
Registration Number:	4024051	YOU MIGHT BE SURPRISED
Registration Number:	3359600	FIRST AMERICAN CASH ADVANCE
Registration Number:	3428270	PURPOSE MONEY
Registration Number:	3189081	PURPOSE FINANCIAL
Registration Number:	4176699	YOU MIGHT BE SURPRISED.COM
Registration Number:	4277474	CHECK ADVANCE
Serial Number:	85189188	STRAIGHT TALK COMMITMENT
Serial Number:	85193828	STRAIGHT TALK STATEMENT
Serial Number:	85519309	FIRST AMERICAN CASH ADVANCE
Serial Number:	85519982	CHECK ADVANCE
Serial Number:	85520228	PURPOSE MONEY
Serial Number:	85520245	PURPOSE FINANCIAL
Serial Number:	85519331	FIRST AMERICAN LOANS
Serial Number:	85520271	FIRST AMERICAN LOANS

Serial Number:	85520190	FIRST AMERICAN CASH LOANS
Serial Number:	85520214	FIRST AMERICAN CASH LOANS
Serial Number:	85677710	PURPOSE MONEY
Serial Number:	85677730	PURPOSE MONEY CARD
Serial Number:	85677762	PURPOSE CARD
Serial Number:	85690952	GO WITH PURPOSE
Serial Number:	85695708	PURPOSE CHECK LOAD
Serial Number:	85725959	PURPOSE CARD MOBILE
Serial Number:	85774432	PURPOSE CARD
Registration Number:	2615141	BECAUSE YOU JUST NEVER KNOW
Registration Number:	2786032	GET MONEY NOW. FOR LIFE'S LITTLE EMERGENCIES.
Registration Number:	2615140	FOR LIFE'S LITTLE EMERGENCIES
Registration Number:	2995330	MONEY MORE PEOPLE COUNT ON
Registration Number:	2995097	MONEY YOU CAN COUNT ON
Serial Number:	77525549	C2C
Serial Number:	77518575	CHECK TO CARD
Serial Number:	77570054	SAFETY LINE
Serial Number:	78923331	ADVANCE AMERICA CHOICE
Serial Number:	77910643	GREATEST AMERICAN WORKER

CORRESPONDENCE DATA

Fax Number:

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

Phone: 404-870-5651
Email: sue.wisch@agg.com
Correspondent Name: Sue Wisch
Address Line 1: 171 17th St NW Suite 2100
Address Line 2: Arnall Golden Gregory LLP
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	F143619
NAME OF SUBMITTER:	Sue Wisch
Signature:	/Sue Wisch/
Date:	02/21/2013

Total Attachments: 19
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REEL: 004964 FRAME: 0646

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") dated as of February 15, 2013, by and among the parties identified as "Obligors" on the signature pages hereto and such other parties as may become Obligors after the date hereof (individually an "Obligor" and collectively the "Obligors") and Synovus Bank, as Administrative Agent (in such capacity, the "Administrative Agent") for the holders of the Secured Obligations (defined below).

WITNESSETH

WHEREAS, pursuant to that certain 364-Day Credit Agreement (as amended, modified, supplemented and extended, the "Credit Agreement") dated as of the date hereof among the Borrowers identified therein, the Guarantors identified therein, the Lenders identified therein and the Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrowers; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Obligors have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective loans and extensions of credit thereunder, the Obligors hereby agree with the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of Georgia on the date hereof are used herein as so defined: Accessions, Accounts, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Consumer Goods, Deposit Accounts, Documents, Farm Products, General Intangibles, Instruments, Investment Property, Letter-of-Credit Rights, Manufactured Homes, Proceeds, Software, Standing Timber and Supporting Obligation.

(b) The following terms shall have the following meanings:

"Collateral": as defined in Section 2 of this Security Agreement.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 3(c) hereof or Section 6(b) hereof.

"Copyright Licenses": all written agreements, naming any Obligor as licensor, granting any right under any Copyright including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto.

"Copyrights": (i) all registered United States copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office including, without limitation, any thereof referred to in

Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto, and (ii) all renewals thereof including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto.

"Inactive Subsidiary": means any Subsidiary that is not an Active Subsidiary.

"Patent License": all agreements, whether written or oral, providing for the grant by or to an Obligor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto.

"Patents": (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto.

"Secured Obligations": without duplication, (a) all of the Obligations and (b) all costs and expenses of the Administrative Agent and the Lenders incurred in connection with enforcement and collection of the Obligations, including reasonable attorneys' fees.

"Trademark Licenses": means all agreements, written or oral, providing for the grant by or to an Obligor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto.

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 6.9 to the Credit Agreement, a copy of which is attached hereto and (b) all renewals thereof.

"Uniform Commercial Code": the Uniform Commercial Code as from time to time in effect in the State of Georgia.

"Work": any work which is subject to copyright protection pursuant to Title 17 of the United States Code.

(c) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement shall refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement, and section and paragraph references are to this Security Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each of the Obligors hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, a security interest in all of the following property now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all General Intangibles, including, without limitation, all Copyrights and Copyright Licenses, Patents and Patent Licenses, Trademarks and Trademark Licenses and goodwill relating to the foregoing;
- (c) all Instruments and Chattel Paper;
- (d) all money, checks and drafts;
- (e) all securities, guaranties and deposits received or held by such Obligor;
- (f) all of such Obligor's right, title and interest in and to all rights to payment from funds advanced to affiliates of such Obligor evidenced from time to time by accounts, book entries, instruments, general intangibles, contract rights, money and the right to withdraw money, together with all proceeds thereof (including claims, refunds, accounts, deposits, instruments, general intangibles, notes or chattel paper), to provide such Obligor's affiliates with working capital pursuant to any management agreements between such Obligor and its affiliates;
- (g) all Deposit Accounts;
- (h) all Investment Property;
- (i) those Commercial Tort Claims identified on Schedule 1 hereto;
- (j) all Software;
- (k) all Supporting Obligations;
- (l) all Letter-of-Credit Rights; and
- (m) to the extent not otherwise included, all Accessions and Proceeds of any and all of the foregoing;

Notwithstanding anything to the contrary contained herein, the security interests granted under this Security Agreement shall not extend to (i) any Property that is subject to a Lien securing purchase money Indebtedness permitted under the Credit Agreement pursuant to documents that prohibit such Obligor from granting any other Liens in such Property, (ii) any lease, license or other contract if the grant of a Lien in such lease, license or contract in the manner contemplated by this Security Agreement is prohibited by the terms of such lease, license or contract or by law and would result in the termination of such lease, license or contract, but only to the extent that (A) such prohibition is not rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including state and federal bankruptcy laws) or principles of equity and (B) consent from the relevant party or parties to the grant of a Lien hereunder has

not been obtained, (iii) any Ancillary Services Funds that have been pledged to a Third Party and (iv) the Capital Stock of any Inactive Subsidiary of an Obligor.

This Security Agreement shall create a continuing security interest in the Collateral which shall remain in effect until all the Secured Obligations, now existing or hereafter arising, have been paid in full and the Commitments have been terminated.

3. Provisions Relating to Accounts.

(a) Obligors Remain Liable under Accounts. Neither the Administrative Agent nor any holder of the Secured Obligations shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Administrative Agent or any holder of the Secured Obligations of any payment relating to such Account pursuant hereto, nor shall the Administrative Agent or any holder of the Secured Obligations be obligated in any manner to perform any of the obligations of an Obligor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Analysis of Accounts. The Administrative Agent shall have the right, once during each calendar year or at any time after the occurrence and during the continuation of an Event of Default, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Obligors shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. After the occurrence and during the continuation of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Accounts.

(c) Collections on Accounts.

(i) The Administrative Agent hereby authorizes the Obligors to collect the Accounts, provided that the Administrative Agent may terminate said authority at any time after the occurrence and during the continuation of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuation of an Event of Default, any payments of Accounts, when collected by the Obligors, (A) shall be forthwith (and, in any event, within two Business Days) deposited by the Obligors in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the holders of the Secured Obligations only as provided in Section 6(b) hereof, and (B) until so turned over, shall be held by the Obligors in trust for the Administrative Agent and the holders of the Secured Obligations, segregated from other funds of the Obligors.

(ii) At the Administrative Agent's reasonable request after the occurrence and during the continuation of an Event of Default, the Borrowers' Agent shall deliver to the Administrative Agent copies of all material documents in its possession or control (or as to which they have a right or ability to get) evidencing, and relating to, the agreements and transactions which gave rise to the Accounts.

4. Representations and Warranties. Each of the Obligors hereby represents and warrants that:

(a) Title; No Other Liens. Except for Permitted Liens, each Obligor owns the Collateral of such Obligor free and clear of any and all Liens.

(b) Perfected First Priority Liens. This Security Agreement creates a valid security interest in favor of the Administrative Agent, for the benefit of the holders of the Secured Obligations, in the Collateral and, when properly perfected by filing, shall constitute a valid perfected security interest in the Collateral, to the extent such security interest can be perfected by filing under the Uniform Commercial Code, free and clear of all Liens except for Permitted Liens.

(c) Types of Collateral. None of the Collateral consists of, or is the Accessions or the Proceeds of, As-Extracted Collateral, Consumer Goods, Farm Products, Manufactured Homes, or Standing Timber.

(d) Commercial Tort Claims. Set forth on Schedule 1 is a list of all Commercial Tort Claims before any Governmental Authority by or in favor of any Obligor as of the Closing Date.

5. Covenants. Each of the Obligors covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Security Agreement until the Secured Obligations have been paid in full and the Commitments have been terminated:

(a) Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper (other than (i) checks held by any Obligor as security for advances made in the ordinary course of business and (ii) Instruments and Chattel Paper evidencing or relating to any particular Indebtedness with an outstanding principal amount of less than \$5 million), such Instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Security Agreement.

(b) Marking of Records. After the occurrence and during the continuation of an Event of Default, each Obligor will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests created hereby.

(c) Commercial Tort Claims.

(i) Promptly notify the Administrative Agent in writing of the initiation of any Commercial Tort Claim before any Governmental Authority by or in favor of any Obligor.

(ii) Execute and deliver such statements, documents and notices and do and cause to be done all such things as the Administrative Agent may reasonably deem necessary, appropriate or convenient, or as are required by law, to create, perfect and maintain the Administrative Agent's security interest in any Commercial Tort Claim.

(d) Maintenance of Perfected Security Interest; Further Documentation.

(i) Each Obligor shall maintain the security interest created by this Security Agreement as a perfected security interest to the extent required hereunder subject only

to the Permitted Liens and shall defend such security interest against claims and demands of all Persons whomsoever, other than Permitted Liens.

(ii) Execute and deliver all agreements, assignments, instruments or other documents as the Administrative Agent shall reasonably request for the purpose of obtaining and maintaining control within the meaning of the Uniform Commercial Code with respect to any Collateral consisting of Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper.

(iii) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Obligor, the Obligor will promptly and duly execute and deliver such further instruments and documents and take such further action (including without limitation all actions required under the Federal Assignment of Claims Act or any similar state statute) as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted.

(e) Changes in Legal Name, State of Formation or Structure. No Obligor shall change its legal name or state of formation, or enter into any transaction of merger, consolidation or other change in structure, unless such Obligor shall have complied with Section 8.6 of the Credit Agreement.

(f) Further Identification of Collateral. The Obligor will furnish to the Administrative Agent and the Lenders from time to time (but prior to the occurrence and during the continuation of an Event of Default, not more frequently than monthly) statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(g) Covenants Relating to Accounts Upon Default. At any time after the occurrence and during the continuation of an Event of Default:

(i) the amount represented by the Obligors to the Lenders from time to time as owing by each account debtor or by all account debtors in respect of its Accounts will at such time be the correct amount in all material respects actually owing by such account debtor or debtors thereunder;

(ii) the Obligors will not amend, modify, terminate or waive any agreement giving rise to an Account in any manner which would reasonably be expected in the aggregate to materially adversely affect the value of the Accounts as Collateral taken as a whole;

(iii) the Obligors will not fail to exercise promptly and diligently each and every material right which it may have under each agreement giving rise to an Account (other than any right of termination);

(iv) the Obligors will not fail to deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any agreement giving rise to an Account; and

(v) other than in the ordinary course of business as generally conducted by the Obligors, the Obligors will not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon.

6. Remedies.

(a) Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the holders of the Secured Obligations specified in Section 3(c) hereof with respect to payments of Accounts, after the occurrence and during the continuation of an Event of Default all Proceeds received by the Obligors consisting of cash, checks and other cash equivalents shall be held by the Obligors in trust for the Administrative Agent and the holders of the Secured Obligations and shall, forthwith upon receipt by the Obligors, be turned over to the Administrative Agent in the exact form received by the Obligors (duly indorsed by the Obligors to the Administrative Agent, if required) and held by the Administrative Agent in a Collateral Account maintained under the sole dominion and control of the Administrative Agent. All Proceeds while held by the Administrative Agent in a Collateral Account (or by the Obligors in trust for the Administrative Agent and the holders of the Secured Obligations) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6(c) hereof.

(b) Application of Proceeds. At such intervals as may be agreed upon by the Obligors and the Administrative Agent, or, at any time after an Event of Default shall have occurred and be continuing, at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Secured Obligations in the order set forth in Section 9.3 of the Credit Agreement, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Secured Obligations shall be paid over from time to time by the Administrative Agent to the Obligors (or to whomsoever may be lawfully entitled to receive the same as agreed by the Obligors or as directed by a court order). Any balance of such Proceeds remaining after the Secured Obligations shall have been paid in full and the Commitments shall have been terminated shall be paid over to the Obligors (or to whomsoever may be lawfully entitled to receive the same as agreed by the Obligors or as directed by a court order).

(c) General Remedies. Upon the occurrence of an Event of Default and during continuation thereof, the Administrative Agent shall have, in addition to the rights and remedies provided herein, in the Loan Documents, in any other documents relating to the Secured Obligations, or by Law (including, but not limited to, levy of attachment, garnishment and the rights and remedies set forth in the Uniform Commercial Code of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the Uniform Commercial Code (regardless of whether the Uniform Commercial Code is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the Uniform Commercial Code applies to the affected Collateral), and further, the Administrative Agent may, with or without judicial process or the aid and assistance of others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Obligors, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Obligors to assemble and make available to the Administrative Agent at the expense of the Obligors any Collateral at any place and time designated by the Administrative Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof, and/or (v) without demand and without advertisement, notice, hearing or process of law, all of which each of the Obligors hereby waives to the fullest extent permitted by Law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any exchange or broker's board or

elsewhere, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). Each Obligor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sale shall be deemed to have been made in a commercially reasonable manner. Neither the Administrative Agent's compliance with applicable Law nor its disclaimer of warranties relating to the Collateral shall be considered to adversely affect the commercial reasonableness of any sale. To the extent the rights of notice cannot be legally waived hereunder, each Obligor agrees that any requirement of reasonable notice shall be met if such notice, specifying the place of any public sale or the time after which any private sale is to be made, is personally served on or mailed, postage prepaid, to the Loan Parties in accordance with the notice provisions of Section 11.1 of the Credit Agreement at least 10 days before the time of sale or other event giving rise to the requirement of such notice. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Administrative Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by applicable Law, any holder of Secured Obligations may be a purchaser at any such sale. To the extent permitted by applicable Law, each of the Obligors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable Law, the Administrative Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by Law, be made at the time and place to which the sale was postponed, or the Administrative Agent may further postpone such sale by announcement made at such time and place.

(b) Remedies relating to Accounts. During the continuation of an Event of Default, whether or not the Administrative Agent has exercised any or all of its rights and remedies hereunder, (i) each Obligor will promptly upon request of the Administrative Agent instruct all account debtors to remit all payments in respect of Accounts to a mailing location selected by the Administrative Agent and (ii) the Administrative Agent shall have the right to enforce any Obligor's rights against its customers and account debtors, and the Administrative Agent or its designee may notify any Obligor's customers and account debtors that the Accounts of such Obligor have been assigned to the Administrative Agent or of the Administrative Agent's security interest therein, and may (either in its own name or in the name of an Obligor or both) demand, collect (including without limitation by way of a lockbox arrangement), receive, take receipt for, sell, sue for, compound, settle, compromise and give acquittance for any and all amounts due or to become due on any Account, and, in the Administrative Agent's discretion, file any claim or take any other action or proceeding to protect and realize upon the security interest of the holders of the Secured Obligations in the Accounts. Each Obligor acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Administrative Agent in accordance with the provisions hereof shall be solely for the Administrative Agent's own convenience and that such Obligor shall not have any right, title or interest in such Accounts or in any such other amounts except as expressly provided herein. Neither the Administrative Agent nor the holders of the Secured Obligations shall have any liability or responsibility to any Obligor for acceptance of a check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement or be responsible for determining the correctness of any remittance.

(c) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuance thereof, the Administrative Agent shall have the right to enter and remain upon the various premises of the Obligors without cost or charge to the Administrative Agent, and use the same, together with materials, supplies, books and records of the Obligors for the purpose of collecting and liquidating the Collateral, or for preparing for sale and conducting the sale of the Collateral,

whether by foreclosure, auction or otherwise. In addition, the Administrative Agent may remove Collateral, or any part thereof, from such premises and/or any records with respect thereto, in order to effectively collect or liquidate such Collateral.

(d) Nonexclusive Nature of Remedies. Failure by the Administrative Agent or the holders of the Secured Obligations to exercise any right, remedy or option under this Agreement, any other Loan Document, any other document relating to the Secured Obligations, or as provided by Law, or any delay by the Administrative Agent or the holders of the Secured Obligations in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Administrative Agent or the holders of the Secured Obligations shall only be granted as provided herein. To the extent permitted by Law, neither the Administrative Agent, the holders of the Secured Obligations, nor any party acting as attorney for the Administrative Agent or the holders of the Secured Obligations, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder. The rights and remedies of the Administrative Agent and the holders of the Secured Obligations under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent or the holders of the Secured Obligations may have.

(e) Retention of Collateral. In addition to the rights and remedies hereunder, the Administrative Agent may, in compliance with Sections 9-620 and 9-621 of the Uniform Commercial Code or otherwise complying with the requirements of applicable Law of the relevant jurisdiction, accept or retain the Collateral in satisfaction of the Secured Obligations. Unless and until the Administrative Agent shall have provided such notices, however, the Administrative Agent shall not be deemed to have retained any Collateral in satisfaction of any Secured Obligations for any reason.

(f) Deficiency. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Administrative Agent or the holders of the Secured Obligations are legally entitled, the Obligors shall be jointly and severally liable for the deficiency, together with interest thereon at the Default Rate, together with the costs of collection and the fees, charges and disbursements of counsel. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Obligors or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto.

Notwithstanding anything in this Article 6 to the contrary or in any other Loan Document to the contrary, Administrative Agent acknowledges and agrees that, during the continuance of an Event of Default (other than an Event of Default arising under Section 9.1(e) of the Credit Agreement), it shall not pursue any remedial action against any Collateral consisting of (i) Capital Stock of any Obligor or (ii) Copyright Licenses, Copyrights, Patent Licenses, Patents, Trademark Licenses, Trademarks or Work property of any Obligor unless and until Administrative Agent has first used commercially reasonable efforts to pursue satisfaction of the Secured Obligations through remedial action against other Collateral and/or the Obligors (which, for the avoidance of doubt, may include the appointment of a receiver of any Obligor by Administrative Agent), *provided, however*, that the foregoing restriction on Administrative Agent's remedial rights shall, in no event, exceed a period of thirty (30) days from the date of acceleration of the Secured Obligations.

7. Administrative Agent's Appointment as Attorney-in-Fact; Administrative Agent's Performance of Obligors' Obligations.

(a) Powers. Each of the Obligors hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Obligor and in the name of such Obligor or in its own name, from time to time in the Administrative Agent's discretion, for the limited purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to secure the Secured Obligations and grant security interests in the Collateral as contemplated by this Security Agreement, and, without limiting the generality of the foregoing, each Obligor hereby gives the Administrative Agent the power and right, on behalf of such Obligor, without notice to or assent by such Obligor, to do the following:

(i) in the case of any Account, at any time when the authority of such Obligor to collect the Accounts has been curtailed or terminated pursuant to Section 3(c)(i) hereof, or in the case of any other Collateral, at any time after an Event of Default shall have occurred and be continuing, in the name of such Obligor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, or General Intangible or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Account, Instrument or General Intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Copyrights, Patents or Trademarks, at any time after an Event of Default has occurred and is continuing, to execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Obligor relating thereto or represented thereby;

(iii) at any time after an Event of Default has occurred and is continuing, to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of the Credit Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) to execute, in connection with the sale provided for in Section 6(d) hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) upon the occurrence and during the continuation of any Event of Default, (i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (v) to defend any suit, action or proceeding brought against the Obligor with respect to any Collateral; (vi) to settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases as the

Administrative Agent may deem appropriate; (vii) to assign or grant licenses relating to any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and such Obligor's expense, at any time, or from time to time, all reasonable acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's security interests therein and to effect the intent of this Security Agreement, all as fully and effectively as such Obligor might do.

The Administrative Agent agrees that, except after the occurrence and during the continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Administrative Agent pursuant to this Section 7(a).

(b) Performance by Administrative Agent of Obligors' Obligations. If the Obligors fail to perform or comply with any of their agreements contained herein, the Administrative Agent, at its option, but without any obligation to do so, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Obligors' Reimbursement Obligation. The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section, together with interest at the rate per annum equal to the Default Rate, from the date the Administrative Agent notifies the Obligors of payment by the Administrative Agent to the date reimbursed by the Obligors, shall be payable by the Obligors to the Administrative Agent on demand.

(d) Ratification; Power Coupled With An Interest. The Obligors hereby ratify all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Security Agreement are coupled with an interest and are irrevocable until the Secured Obligations have been paid in full and the Commitments have been terminated.

8. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account, except that the Administrative Agent shall have no obligation to invest funds held in any Collateral Account and may hold the same as demand deposits. Neither the Administrative Agent, any holder of the Secured Obligations nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Obligors or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the holders of the Secured Obligations hereunder are solely to protect the interests of the Administrative Agent and the holders of the Secured Obligations in the Collateral and shall not impose any duty upon the Administrative Agent or any holder of the Secured Obligations to exercise any such powers. The Administrative Agent and the holders of the Secured Obligations shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Obligors for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

9. Execution of Financing Statements. Each of the Obligors authorizes the Administrative Agent to file financing statements with respect to the Collateral without the signature of the Obligor in such form and in such filing offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Security Agreement. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

10. Authority of Administrative Agent. The Obligors acknowledge that the rights and responsibilities of the Administrative Agent under this Security Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Documents, but, as between the Administrative Agent and the Obligors, the Administrative Agent shall be conclusively presumed to be acting as agent for the holders of the Secured Obligations with full and valid authority so to act or refrain from acting, and the Obligors shall be under no obligation, or entitlement, to make any inquiry respecting such authority (except the Obligors shall be entitled to request a copy of consent of the requisite Lenders to any waiver, amendment, supplement or other modification of this Security Agreement pursuant to Section 13(a)) and shall not have any liability for failing to make any such inquiry.

11. Notices. All notices shall be given or made in accordance with Section 11.1 of the Credit Agreement.

12. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Amendments in Writing; No Waiver; Cumulative Remedies.

(a) Amendments in Writing. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Obligors and the Administrative Agent (at the direction of the requisite Lenders pursuant to Section 11.6 of the Credit Agreement), provided that any provision of this Security Agreement may be waived by the Administrative Agent in a letter or agreement executed by the Administrative Agent or by facsimile transmission from the Administrative Agent (in each case at the direction of the requisite Lenders pursuant to Section 11.6 of the Credit Agreement).

(b) No Waiver by Course of Conduct. Neither the Administrative Agent nor any holder of the Secured Obligations shall by any act (except by a written instrument pursuant to Section 13(a) hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any holder of the Secured Obligations, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any holder of the Secured Obligations of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the

Administrative Agent or such any holder of the Secured Obligations would otherwise have on any future occasion.

(c) Remedies Cumulative. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

14. Section Headings. The section and subsection headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

15. Successors and Assigns. This Security Agreement shall be binding upon the successors and assigns of the Obligors and shall inure to the benefit of the Administrative Agent and the holders of the Secured Obligations and their successors and assigns, provided that the Obligors may not assign any of their rights or obligations under this Security Agreement without the prior written consent of the Administrative Agent and any such purported assignment without such prior written consent shall be null and void.

16. Term of Agreement. This Security Agreement and the Liens granted hereunder shall remain in full force and effect until the Secured Obligations have been paid in full and the Commitments have been terminated, at which time the Administrative Agent shall release and terminate the Liens granted to it hereunder. Upon such release and termination, (i) the Obligors shall be entitled to the return, at the Obligors' expense, of any and all funds in the Collateral Account and such of the Collateral held by the Administrative Agent as shall not have been sold or otherwise applied pursuant to the terms hereof and (ii) the Administrative Agent will, at the Obligors' expense, execute and deliver to the Obligors such Uniform Commercial Code termination statements and other documents as the Obligors shall reasonably request to evidence such termination.

17. [Intentionally Omitted].

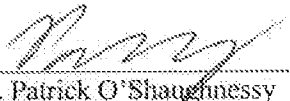
18. Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL. The terms of Section 11.9 and Section 11.10 of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature Pages Follow]

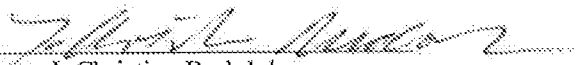
IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed and delivered as of the date first above written.

OBLIGORS:

AAFA OF SOUTH CAROLINA, INC., a Delaware corporation
ACSO OF MICHIGAN, INC., a Delaware corporation
ADVANCE AMERICA MONEY.COM, INC., a Delaware corporation
ADVANCE AMERICA, CASH ADVANCE CENTERS OF ALABAMA, LLC, a Delaware limited liability company
ADVANCE AMERICA, CASH ADVANCE CENTERS OF CALIFORNIA, LLC, a Delaware limited liability company
ADVANCE AMERICA, CASH ADVANCE CENTERS OF FLORIDA, LLC, a Delaware limited liability company
ADVANCE AMERICA, CASH ADVANCE CENTERS OF LOUISIANA, LLC, a Delaware limited liability company
ADVANCE AMERICA, CASH ADVANCE CENTERS OF OKLAHOMA, INC., a Delaware corporation
ADVANCE AMERICA, CASH ADVANCE CENTERS OF SOUTH CAROLINA, INC., a Delaware corporation
ADVANCE AMERICA, CASH ADVANCE CENTERS OF TENNESSEE, INC., a Delaware corporation
ADVANCE AMERICA, CASH ADVANCE CENTERS, INC., a Delaware corporation

By: 
Name: J. Patrick O'Shaughnessy
Title: Chief Executive Officer and President

AARC, LLC, a Delaware corporation

By: 
Name: J. Christian Rudolph
Title: Chief Executive Officer and President

[Signature Pages Continue]

ADMINISTRATIVE AGENT:

SYNOVUS BANK, as Administrative Agent

By: 

Name:

Title: Michael Sawicki
Corporate Banking

[End of Signature Pages]

SCHEDULE 1
TO
SECURITY AGREEMENT

Commercial Tort Claims

None.

SCHEDULE 6.9
TO
CREDIT AGREEMENT

Intellectual Property

Intellectual Property

1. U.S. Copyrights for Advance America, Cash Advance Centers, Inc. a Delaware corporation

<u>COPYRIGHT</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
EADVANTAGE SOFTWARE	TX5974971	04/18/2007
AMERICAN EAGLE	VA221477	12/17/1985

2. U.S. Trademarks for AARC, LLC, a Delaware limited liability company

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ADVANCE AMERICA	3005984	10/11/2005
NATIONAL CASH ADVANCE & DESIGN	2098979	09/23/1997
YOU ADVANCE AMERICA	3241204	05/15/2007
ANYTIME ADVANCE	3578057	02/17/2009
ADVANCE AMERICA CASH ADVANCE & DESIGN	2923007	02/01/2005
STAR AND DOLLAR SIGN DESIGN	3157362	10/17/2006
Register In Advance You Count Because You Vote & design	2966898	07/12/2005
Who Is There For You?	3579873	02/24/2009
Life Money	3686037	09/22/2009
From Click to Cash	3772682	04/06/2010
Worry Free	3829147	08/03/2010
Advancing America Together	3897183	12/28/2010
Click for Cash	3832514	08/10/2010

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Click to Cash	3832513	08/10/2010
America Deserves A Raise	3918005	02/08/2011
Click 4 Cash	3928954	03/08/2011
You Might Be Surprised	4024051	09/06/2011
First American Cash Advance & design	3359600	12/25/2007
Purpose Money	3428270	05/13/2008
Purpose Financial	3189081	12/26/2006
You Might Be Surprised.com and design	4176699	07/17/2012
Check Advance (word)	4277474	01/15/2013

3. Pending Trademark Applications

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Straight Talk Commitment	85189188	12/02/2010
Straight Talk Statement	85193828	12/09/2010
First American Cash Advance (word)	85519309	01/18/2012
Check Advance & design	85519982	01/19/2012
Purpose Money & design	85520228	01/19/2012
Purpose Financial & design	85520245	01/19/2012
First American Loans (word)	85519331	01/18/2012
First American Loans & design	85520271	01/19/2012
First American Cash Loans (word)	85520190	01/19/2012
First American Cash Loans & design	85520214	01/19/2012
Purpose Money	85677710	07/16/2012
Purpose Money Card	85677730	07/16/2012
Purpose Card (word mark only)	85677762	07/16/2012

Go With Purpose	85690952	07/31/2012
Purpose Check Load	85695708	08/06/2012
PURPOSE CARD MOBILE	85725959	09/11/2012
purpose card and design (purpose card logo)	85774432	11/08/2012

4. Marks Abandoned or No Longer in Use

<u>MARK</u>	<u>SERIAL OR REG. NO.</u>	<u>FILING OR REG. DATE</u>
Because You Just Never Know	2615141	09/03/2002
Get Money Now. For Life's Little Emergencies	2786032	11/25/2003
For Life's Little Emergencies	2615140	09/03/2002
Money More People Count On	2995330	09/13/2005
Money You Can Count On	2995097	09/13/2005
C2C	77525549	07/28/2008
Check to Card	77518575	07/10/2008
Safety Line	77570054	08/15/2008
Advance America Choice & design	78923331	07/06/2006
Greatest American Worker	77910643	02/13/2010