

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.		06/24/2013	CORPORATION: DELAWARE
ZESTFINANCE, INC.		06/24/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	ZFI INVESTMENTS LLC
Street Address:	1 Letterman Drive, Building C, Suite 400
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94129
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3979587	LOANS FOR LIFE'S SURPRISES
Registration Number:	3963514	ZESTCASH
Registration Number:	4003830	ZESTCASH
Serial Number:	85906071	ZESTSCORE
Serial Number:	85906062	ZESTFINANCE
Serial Number:	85906058	ZESTFINANCE

**CORRESPONDENCE DATA**

Fax Number: 6504936811  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 650-461-6125  
 Email: qlu@wsgr.com  
 Correspondent Name: WSGR, c/o Qui Lu  
 Address Line 1: 650 Page Mill Road  
 Address Line 2: FH2-1 P10

CH \$165.00 3979587

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 44757.007

NAME OF SUBMITTER: Qui Lu

Signature: /s/ Qui Lu

Date: 06/25/2013

**Total Attachments: 5**

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**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, AND ALL LIENS AND SECURITY INTERESTS SECURING SAME, ARE EXPRESSLY SUBORDINATED TO THE CLAIMS OF BCF SERVICING AGENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS IN SUCH CAPACITY, THE "SENIOR LENDER") PURSUANT TO THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG THE SENIOR LENDER, THE COMPANIES (AS DEFINED THEREIN) AND THE INITIAL SUBORDINATED LENDER (AS DEFINED THEREIN).**

#### **SUBORDINATED TRADEMARK SECURITY AGREEMENT**

This **SUBORDINATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 24, 2013, by ZestCash, Inc., a Delaware corporation ("ZestCash"), ZestFinance, Inc., a Delaware corporation ("ZestFinance," and together with ZestCash, the "Grantors"), in favor of ZFI Investments LLC (the "Secured Party").

**WHEREAS**, reference is made to that certain Subordinated Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement," and all capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement), entered into by and among the Grantors, the other Obligors party thereto and the Secured Party which secures certain now existing and future arising obligations owing to the Secured Party under the Transaction Documents as provided in the Security Agreement;

**WHEREAS**, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Secured Party this Agreement; and

**WHEREAS**, pursuant to the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors 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.

**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 Grantors hereby grant to the Secured Party, to secure the Obligations, a continuing security interest in all of the Grantors' 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 Grantors 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 Secured Party pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party 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.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California. Each party hereto irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara County, California, for the adjudication of any dispute with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or with any transaction contemplated hereby or discussed herein, and irrevocably waives, and agrees not to assert in any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantors have caused this Subordinated 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

**ZESTFINANCE, INC.**, a Delaware corporation

By:   
Name: Michael Rasic  
Title: Chief Financial Officer

Acknowledged:

ZFI Investments LLC,  
as Secured Party

By:   
Name: Bryan Speeg  
Title: Authorized Signatory

**SCHEDULE 1**

**Trademark Collateral**

Registered trademarks of ZestCash:

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

Trademark applications of ZestFinance:

<b>Trademark/Service mark</b>	<b>Class</b>	<b>Serial No.</b>	<b>Filing Date</b>
ZESTSCORE	42	85906071	April 16, 2013
ZESTFINANCE (stylized logo)	36	85906062	April 16, 2013
ZESTFINANCE	36	85906058	April 16, 2013

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