

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-------------------------|
| Stearns Holdings, Inc. | | 08/08/2013 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | Wilmington Trust |
| Street Address: | 4 Hutton Centre Drive |
| Internal Address: | 10th Floor |
| City: | Santa Ana |
| State/Country: | CALIFORNIA |
| Postal Code: | 92707 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------------|
| Serial Number: | 78326363 | STEARNS |
| Serial Number: | 85107540 | STEARNS |
| Serial Number: | 78505316 | |
| Serial Number: | 78618917 | PEOPLE. POWER. POSSIBILITIES. |
| Serial Number: | 78962739 | OUTRAGEOUSLY TALENTED |
| Serial Number: | 85503292 | WE CAN HELP YOU! |
| Serial Number: | 85733359 | STEARNS HOME LOANS |
| Serial Number: | 85895739 | STEARNS FINANCIAL INSTITUTIONS GROUP |

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: 2149694804
 Email: aashley@jonesday.com

CH \$215.00 78326363

Correspondent Name: Jones Day
Address Line 1: 2727 North Harwood
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: STEARNS SEC AGMT

NAME OF SUBMITTER: April Ashley

Signature: /april ashley/

Date: 08/08/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 8, 2013, by Stearns Holdings, Inc., a California corporation (the "Company" or the "Pledgor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Indenture, dated as of the date hereof (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral (collectively, the "Trademark Collateral"):

(a) the Trademarks listed on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and

affirms that the rights and remedies of the Collateral Agent with respect to the lien on and 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Company, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

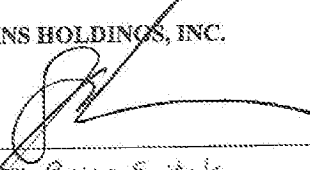
SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTEHOLDER COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTEHOLDER COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE

INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STEARNS HOLDINGS, INC.

By: 
Name: *Brian S. Hale*
Title: *Chief Executive Officer*

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

STEARNS HOLDINGS, INC.

By: _____

Name:

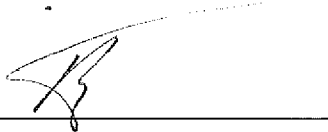
Title:

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Collateral Agent

By:



Name:

Title:

**BORIS TREYGER
VICE PRESIDENT**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| PLEDGOR OWNER | MARK | COUNTRY | REG. NO. | APPLICATION NO. | FILING DATE | ISSUE DATE |
|----------------------------|----------------------------|----------------|---------------------|----------------------------|------------------------|-----------------------|
| Stearns Lending Inc. | STEARNS | USA | 2926090 | 78/326363 | 11/21/2003 | 2/8/2005 |
| Stearns Lending Inc | STEARNS | USA | 4033704 | 85/107540 | 8/13/2010 | 10/4/2011 |
| Stearns Lending Inc | Star Design | USA | 3178045 | 78/505316 | 10/25/2004 | 11/28/2006 |
| Stearns Lending Inc | PEOPLE.POWER.POSSIBILITIES | USA | 3378509 | 78/618917 | 4/28/2005 | 2/5/2008 |
| Stearns Lending Inc | OUTRAGEOUSLY TALENTED | USA | 3700441 | 78/962739 | 8/29/2006 | 10/20/2009 |
| Stearns Lending Inc | WE CAN HELP YOU! | USA | 4193919 | 85/503292 | 12/23/2011 | 8/21/2012 |

Trademark Applications:

| PLEDGOR OWNER | MARK | COUNTRY | APPLICATION NO. | FILING DATE |
|--------------------------|---|----------------|------------------------|------------------------|
| Stearns Lending Inc | STEARNS HOME LOAN | USA | 85/733359 | 9/19/2012 |
| Stearns Lending Inc | STEARNS FINANCIAL INSTITUTIONS GROUP | USA | 85/895739 | 4/4/2013 |