

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 |
|-----------------------------|----------|----------------|---------------------------------------|
| Wheels Financial Group, LLC | | 08/30/2013 | LIMITED LIABILITY COMPANY: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------|
| Name: | Macquarie Bank Limited |
| Street Address: | No. 1 Martin Place |
| City: | Sydney, NSW |
| State/Country: | AUSTRALIA |
| Postal Code: | 2000 |
| Entity Type: | Limited: AUSTRALIA |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------|----------|------------------------------|
| Serial Number: | 75342261 | LOAN MART |
| Serial Number: | 77381159 | YOUR AUTO TITLE LOAN PARTNER |
| Serial Number: | 85004220 | CASHDADDY |
| Serial Number: | 85004230 | LOANDADDY |
| Serial Number: | 85105938 | 800LOANDADDY |
| Serial Number: | 85105922 | 800CASHDADDY |
| Serial Number: | 85329722 | 1-800LOANMART |
| Serial Number: | 85329755 | 800LOANMART |
| Serial Number: | 85329807 | 1-800LOANMART |
| Serial Number: | 85329812 | LOANMART |
| Serial Number: | 85782916 | LM LOANMART |
| Serial Number: | 85873126 | RETAINER FUNDING SERVICES |

CORRESPONDENCE DATA

OP \$315.00 75342261

Fax Number: 312-993-97

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

Phone: 312-876-7708

Email: beth.arnold@lw.com

Correspondent Name: Elizabeth Arnold

Address Line 1: 233 South Wacker Dr., Ste. 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

16079-047467-0023

DOMESTIC REPRESENTATIVE

Name: Macquarie Bank Limited

Address Line 1: 125 W. 55th Street

Address Line 2: Attn. Benjamin Wu and David Prince

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:

Elizabeth Arnold

Signature:

/ECA/

Date:

08/30/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Macquarie Bank Limited (“MBL”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of August 30, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Borrowers, the Lenders from time to time party thereto and MBL, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(e) Notwithstanding the foregoing, no security interest or Lien on any Trademark shall be deemed granted in, nor shall any such security interest or Lien attach to, any Trademark application filed on an intent to use basis until such time, as any, as a statement of use or affidavit alleging use is filed with the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

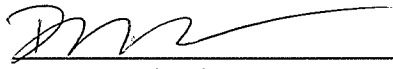
WHEELS FINANCIAL GROUP, LLC
as Grantor


By: 
Name: Oscar Rodriguez
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

MACQUARIE BANK LIMITED,
as Agent

By: 
Name: Benjamin Wu
Title: Managing Director



Name: David Prince
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005101 FRAME: 0307

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Trademark | Serial No. | Registration No. | Registration Date |
|---|------------|------------------|-------------------|
| LOAN MART | 75-342,261 | 2,192,247 | 8/8/97 |
| Your Auto Title Loan Partner | 77-381,159 | 3,677,290 | 9/1/09 |
| CASHDADDY | 85-004,220 | 3,935,788 | 3/22/11 |
| LOANDADDY | 85-004,230 | 4,042,855 | 10/18/11 |
| 800LOANDADDY | 85-105,938 | 4,046,565 | 10/25/11 |
| 800CASHDADDY | 85-105,922 | 4,061,098 | 11/22/11 |
| 1-800LOANMART | 85-329,722 | 4,087,230 | 1/17/12 |
| 800LOANMART | 85-329,755 | 4,087,231 | 1/17/12 |
|  | 85-329,807 | 4,087,235 | 1/17/12 |
| LOANMART | 85-329,812 | 4,087,236 | 1/17/12 |
| LM LOANMART | 85-782,916 | | |
| RETAINER FUNDING SERVICES | 85-873,126 | | |