

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
Lendmark Financial Services, Inc.		10/11/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	4 Sentry Parkway, PA7-504-02-03		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2664006	LENDMARK FINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1345 Avenue of the Americas		
Address Line 2:	Attention: Emily Iverson, Esq.		
Address Line 4:	New York, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	2039261-0155 / IVERSON		
NAME OF SUBMITTER:	Emily Iverson, Esq./McGuireWoods LLP		
Signature:	/Emily Iverson/		

OP \$40.00 2664006

Date:

10/11/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of October 11, 2013 (this "Agreement"), by and between **LENDMARK FINANCIAL SERVICES, INC.**, a Georgia corporation ("Grantor"), and **BANK OF AMERICA, N.A.**, as administrative agent ("Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Loan and Security Agreement dated as of October 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, the Administrative Agent, and Bank of America, N.A. and Goldman Sachs Bank USA, as co-collateral agents. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Loan Agreement.

For valuable consideration hereby acknowledged, in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, Grantor hereby agrees as follows:

1. **Grant of Security Interest in Trademark Collateral.** To secure the prompt payment and performance of all Obligations, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon any and all right, title and interest of the Grantor in and to all Trademarks, including, without limitation, all goodwill associated therewith (other than Excluded Assets) of Grantor, whether now owned or hereafter acquired and wherever located, including, without limitation, the Trademarks described on **Schedule 1** hereto.

2. **Loan Agreement.** Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks are more fully set forth in the Loan 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 Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks.

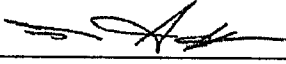
4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

GRANTORS:

LENDMARK FINANCIAL SERVICES, INC.

By: 
Name: Robert Aiken
Title: President and Chief Executive Officer

TRADEMARK SECURITY AGREEMENT
Signature Page

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TRADEMARK
REEL: 005129 FRAME: 0622

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Bruce Jenks
Name: Bruce Jenks
Title: Vice President

TRADEMARK SECURITY AGREEMENT
Signature Page

51474208

TRADEMARK
REEL: 005129 FRAME: 0623

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Registration No.	Registration Date
Lendmark Financial Services, Inc.	LENDMARK FINANCIAL SERVICES	2664006	12/17/2002