

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
The Money Store, L.P.		09/04/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1335898	THE MONEY BOX	
Registration Number:	3342408	THE MONEY BOX	
Registration Number:	3245787	THE MONEY BOX	
Registration Number:	3078371	MONEY BOX QUICKPAY	
Registration Number:	3861696	SELEX	
Registration Number:	3861697	SELEX	
Registration Number:	3924054	YOUR MONEY. YOUR CARD.	
Serial Number:	85308777	YOUR MONEY. YOUR CARD.	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		

CH \$215.00 1335898

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 120588 00010 KAW

NAME OF SUBMITTER: Kim A. Walker

Signature: /kaw-907/

Date: 01/09/2014

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS

September 4, 2012

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Money Store, L.P., a Texas limited partnership (the "Grantor") with principal offices at 3527 North Ridge Road, Wichita, Kansas 67205, hereby grants to Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB) ("Wilmington Trust"), 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402-1544, as Collateral Agent (in such capacity, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Indenture Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 12, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement dated as of May 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Jefferies Finance LLC, in its capacity as collateral agent for, and acting on behalf of, the First Lien Lenders identified therein and Wilmington Trust, in its capacity as collateral agent for, and acting on behalf of, the Second Lien Creditors identified therein, at any time that the Intercreditor Agreement is in effect. 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 at any time the Intercreditor Agreement is in effect.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

THE MONEY STORE, L.P.,
as Grantor

By: 

Name: Chad Faulkner

Title: President

TRADEMARK


REEL: 005189 FRAME: 0822

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

THE MONEY STORE, L.P.,
as Grantor

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Grantee

By:  _____
Name: **Jane Schweiger**
Title: **Vice President**

Schedule A**Trademarks**

Trademark	Class(es) and Goods/Services	Country	Ownership	Registration No. & Date (Serial No. & Filing Date)	Status/Actions
THE MONEY BOX	36: Negotiation of checks and drafts drawn primarily on commercial or government accounts.	U.S.	The Money Store, L.P.	1,335,898 May 14, 1985 (73/496,884 August 27, 1984)	Renewal due May 14, 2015
THE MONEY BOX	16: Printed forms, namely, money orders; postage stamps.	U.S.	The Money Store, L.P.	3,342,408 November 27, 2007 (76/636,886 April 22, 2005)	§8, §15 due between November 27, 2012 and November 27, 2013. Renewal due November 27, 2017
THE MONEY BOX	36: Financial services; namely, credit card services; providing money orders services; providing telephone credit card services.	U.S.	The Money Store, L.P.	3,245,787 May 29, 2007 (76/636,887 April 22, 2005)	§8, §15 due between May 29, 2012 and May 29, 2013. Renewal due May 29, 2017
THE MONEY BOX QUICKPAY	36: Financial services; namely, providing payment services for bills.	U.S.	The Money Store, L.P.	3,078,371 April 11, 2006 (76/636,888 April 22, 2005)	§8, §15 accepted May 4, 2011. Renewal due April 11, 2016
SELEX	36: Financial services, namely, credit card services; debit card	U.S. (ITU)	The Money Store, L.P.	3,861,696 October 12, 2010 (77/745,919	§8, §15 due between October 12, 2015 and October 12,

	services; charge card services; payroll cards services; and prepaid card services.			May 27, 2009)	2016. Renewal due October 12, 2020.
SELEX	09: Payment cards; credit cards; debit cards; charge cards; payroll cards; and pre-paid cards.	U.S. (ITU)	The Money Store, L.P.	3,861,697 October 12, 2010 (77/745,926 May 27, 2009)	§8, §15 due between October 12, 2015 and October 12, 2016. Renewal due October 12, 2020.
YOUR MONEY. YOUR CARD.	09: Magnetically encoded debit cards.	U.S. (ITU)	The Money Store, L.P.	3,924,054 February 22, 2011 (77/891,783 December 11, 2009)	§8, §15 due between February 22, 2016 and February 22, 2017. Renewal due February 22, 2021.
YOUR MONEY. YOUR CARD.	36: Financial services, namely, credit card services; debit card services; charge card services; payroll cards services comprised of payroll payment, debit and credit card, and bill payment services; and prepaid card services.	U.S. (ITU)	The Money Store, L.P.	85/308,777 April 29, 2011	Notice of Allowance issued November 29, 2011. Statement of Use filed May 23, 2012.