

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC, as Collateral Agent		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Think Finance, Inc.
Street Address:	4150 International Plaza, Suite 400
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76109
Entity Type:	CORPORATION: DELAWARE
Name:	TC Loan Service, LLC
Street Address:	4150 International Plaza, Suite 400
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	RISE Credit, LLC
Street Address:	4150 International Plaza, Suite 400
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4132492	BANKING FOR THE REST OF US
Registration Number:	3716768	ELASTIC
Registration Number:	4162000	SPENDABLE
Registration Number:	2821354	PAYDAY ONE
Registration Number:	2674459	PAYDAY ONE
Registration Number:	3365883	PAYDAY SELECT
Registration Number:	3126509	THE SMART CASH ADVANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3126508	THE SMARTER CASH ADVANCE
Registration Number:	3521141	THINKCASH
Registration Number:	3820677	THINKCASH
Serial Number:	85293185	PRESTA
Serial Number:	85411168	PRESTA
Serial Number:	77027518	THINK CASH

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	341307-23
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/06/2014

Total Attachments: 4
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 1, 2014, by VICTORY PARK MANAGEMENT, LLC, as Collateral Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, THINK FINANCE, INC., a Delaware corporation ("Think"), TC LOAN SERVICE, LLC, a Delaware limited liability company ("TC Loan"), and RISE CREDIT, LLC, a Delaware limited liability company ("RISE Credit"; together with Think and TC Loan, the "Grantors" and each individually, a "Grantor"), and Secured Party were parties to that certain Trademark Security Agreement dated as of January 30, 2014 and recorded by the Trademark Division of the United States Patent and Trademark Office on January 31, 2014, at Reel 5205, Frame 0811, in each case, pursuant to which the Grantors party thereto granted a security interest to Secured Party in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by such Grantors to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, each Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to such Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of such Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(i) 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;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor 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").

2. Secured Party hereby reassigns, grants and conveys to the applicable Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**VICTORY PARK MANAGEMENT, LLC, as
Collateral Agent**



By: _____

Name: Scott R. Zemnick

Title: Authorized Signatory

Trademark Release and Reassignment

**TRADEMARK
REEL: 005275 FRAME: 0079**

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

Trademarks

Trademark	Application #	Registration #	Registration Date
BANKING FOR THE REST OF US	85/074,051	4,132,492	4/24/12
ELASTIC	77/648,748	3,716,768	11/24/09
SPENDABLE	85/258,236	4,162,000	6/19/12
PAYDAY ONE	78/238,438	2,821,354	3/9/04
PAYDAY ONE (Stylized)	76/332,470	2,674,459	1/14/03
PAYDAY SELECT	78/960,833	3,365,883	1/8/08
THE SMART CASH ADVANCE	78/695,839	3,126,509	8/8/06
THE SMARTERS CASH ADVANCE	78/695,825	3,126,508	8/8/06
THINKCASH	77/026,929	3,521,141	10/21/08
THINCASH LOGO	77/805,156	3,820,677	7/20/10

Trademark Applications

Trademark	Application #	Application Date
PRESTA	85/293,185	4/12/11
PRESTA AND STAR DESIGN	85/411,168	8/30/11
THINK CASH	77/027,518	10/23/06