

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UniRush, LLC		01/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Boulevard		
Internal Address:	Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4335801	RUSHGOALS	
Registration Number:	3984104	RUSHCARD	
Registration Number:	3959733	RUSHCARD	
Registration Number:	3779593		
Registration Number:	3773617	UNIRUSH	
Registration Number:	2821696		
Registration Number:	2826230	RUSHCARD	
Registration Number:	4626256	MIDNIGHT RUSHCARD	
Registration Number:	4626255	GLOSS RUSHCARD	
Registration Number:	4626254	SEQUIN KLS RUSHCARD	
Registration Number:	4626253	SUEDE KLS RUSHCARD	
Registration Number:	4626252	EDGE RUSHCARD	
Registration Number:	4622493	GLOSS RUSHCARD	
Registration Number:	4622492	SEQUIN KLS RUSHCARD	
Registration Number:	4622491	SUEDE KLS RUSHCARD	
Registration Number:	4622490	EDGE RUSHCARD	
Registration Number:	4618759	CARBON RUSHCARD	
Registration Number:	4618757	MIDNIGHT RUSHCARD	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4618185	PAY YOUR OWN WAY
Registration Number:	4530693	PAY YOUR OWN WAY
Registration Number:	4538977	RRUSHCARD
Registration Number:	4412295	R RUSHCARD
Registration Number:	4538935	
Registration Number:	4412274	
Registration Number:	4511705	RUSHCARD LIVE
Registration Number:	4511704	RUSHCARD LIVE
Registration Number:	4245049	RUSH UNLIMITED
Registration Number:	3981059	RUSHCARD
Registration Number:	3974044	
Registration Number:	3247918	RAPID!
Registration Number:	3024159	RAPIDOLLARS
Registration Number:	3165975	RAPID! PAYCARD
Registration Number:	3117962	MOVING MONEY AT THE SPEED OF LIFE
Registration Number:	3014018	RAPID! DOLLARS
Registration Number:	3025840	RAPID! \$
Serial Number:	86199838	#RISETOTHRIVE

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	002160/0001
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	01/09/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made this 8 day of January, 2015, by UNIRUSH, LLC, a Delaware limited liability company, having a place of business at 4701 Creek Road, Suite 200, Cincinnati, Ohio 45242 ("Grantor"), in favor of CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, Suite 3800, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement dated as of January 6, 2015, as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Loan Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of January 6, 2015, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in, inter alia, all of its trademarks and trademark applications, whether now owned or existing or hereafter arising or acquired, including the Trademarks and Trademark Applications listed on Schedule A attached hereto (collectively, the "Trademark Collateral"), but excluding any applications in the United States Patent and Trademark Office to register a trademark or a service mark on the basis of Grantor's "intent to use" such trademark or service mark unless and until a "Statement of Use" or "Amendment to Allege Use" is filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically included as Trademark Collateral, as collateral to secure the Obligations (as defined in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in and lien on all of Grantor's right, title and interest in and to the Trademark Collateral, and all proceeds and products thereof.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in and liens on the Trademark Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Delivery of an executed signature page of this Agreement and/or any other Loan Document (as defined in the Loan Agreement) by a scanned PDF document attached to an e-mail or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

UNIRUSH, LLC

By: _____

[Signature]
~~Doug McGann~~
~~President and Chief Financial Officer~~
RICHARD J. SAVARD
CEO

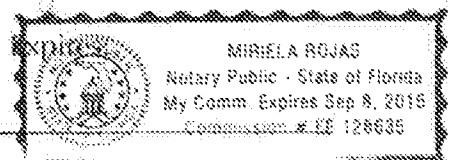
STATE OF Florida)
COUNTY OF Hillsborough)

BEFORE ME, the undersigned authority, on this day personally appeared *Richard J. Savard* ~~Doug McGann~~, *CEO* ~~President and Chief Financial Officer~~ of UNIRUSH, LLC, a Delaware limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6th day of January, 2015.

[Signature]
Notary Public
My Commission Expires _____

Notarial Seal



SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT AGREEMENT

SCHEDULE A

Trademarks

TRADEMARK	REGISTRATION NO.
RUSHGOALS	4335801
RUSHCARD	3984104
RUSHCARD	3959733
[DESIGN]	3779593
UNIRUSH	3773617
[DESIGN]	2821696
RUSHCARD	2826230
MIDNIGHT RUSHCARD	4626256
GLOSS RUSHCARD	4626255
SEQUIN KLS RUSHCARD	4626254
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SEQUIN KLS RUSHCARD	4622492
SUEDE KLS RUSHCARD	4622491
EDGE RUSHCARD	4622490
CARBON RUSHCARD	4618759
MIDNIGHT RUSHCARD	4618757
PAY YOUR OWN WAY	4618185
PAY YOUR OWN WAY	4530693
RRUSHCARD & DESIGN	4538977

R RUSHCARD & DESIGN	4412295
[DESIGN]	4538935
[DESIGN]	4412274
RUSHCARD LIVE	4511705
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MOVING MONEY AT THE SPEED OF LIFE	3117962
RAPID! DOLLARS	3014018
RAPID! \$	3025840

Trademark Applications

TRADEMARK APPLICATION	SERIAL NO.
#RISETOTHRIVE	86/199838