

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PayLease LLC		03/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as administrative agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3507594	PAYLEASE	
Registration Number:	4640178	PL PAYLEASE YOUR PROPERTY PAYMENT CONNEC	
Registration Number:	4617583	PL PAYLEASE	
Registration Number:	4617570	PL	
Registration Number:	4617708	PAYLEASE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>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.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	079464-0044		
NAME OF SUBMITTER:	Scott Kareff (079464-0044)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	03/06/2015		

CH \$140.00 3507594

Total Attachments: 5

source=Trademark Security Agreement for PayLease LLC#page1.tif

source=Trademark Security Agreement for PayLease LLC#page2.tif

source=Trademark Security Agreement for PayLease LLC#page3.tif

source=Trademark Security Agreement for PayLease LLC#page4.tif

source=Trademark Security Agreement for PayLease LLC#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of March 6, 2015 is entered into by and among PayLease LLC, a Delaware limited liability company (the "*Grantor*") and TC LENDING, LLC (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of March 6, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor, and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of March 6, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, the Grantor, certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

TC LENDING, LLC,
as Administrative Agent

By:  _____

Name: Michael Fishman

Title: President

Address of Assignee:

TC Lending, LLC
301 Commerce Street, Suite 3300
Fort Worth, Texas 76102
Attention: Legal and Compliance Department
Facsimile No.: (415) 486-5954

GRANTOR:

PAYLEASE LLC

By: 

Name: Dave Dutch

Title: Chief Executive Officer and President

Address of Grantor:

9330 Scranton Road, Suite 450
San Diego, California 92121
Attention: Chief Financial Officer
Facsimile No.: (866) [492-2883]


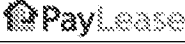

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005473 FRAME: 0285

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

OWNER: Paylease LLC

Mark	Registrant	Jurisdiction	Status	Reg. Number
PAYLEASE	Paylease LLC	USA	Issued	3507594
PL PAYLEASE YOUR PROPERTY PAYMENT CONNECTION 	Paylease LLC	USA	Issued	4640178
PL PAYLEASE 	Paylease LLC	USA	Issued	4617583
PL (house logo) 	Paylease LLC	USA	Issued	4617570
PayLease	PayLease LLC	USA	Issued	4617708

Applications of Registration of Trademarks

None