

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Financial Services, Inc.		12/23/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	70 W. Madison		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3405234	LOANS FOR MILITARY LIFE	
Registration Number:	3237497	MILITARY SCORING MODEL (MSM)	
Registration Number:	1995683	P PIONEER MILITARY LENDING	
Registration Number:	1995684	P PIONEER MILITARY LOANS	
Registration Number:	3813414	P PIONEER SERVICES DIVISION MIDCOUNTRY B	
Registration Number:	2925730	PIONEER FINANCIAL	
Registration Number:	2971628	PIONEER FINANCIAL SERVICES	
Registration Number:	3205455	PIONEER SERVICES	
Registration Number:	3986899	THE LEADER IN MILITARY CREDIT	
Registration Number:	4597722	THE MILITARY LOAN STORE	
Registration Number:	3178480	THE RESPONSIBLE ALTERNATIVE	
Registration Number:	3178481	THE RESPONSIBLE LENDING ALTERNATIVE	
Registration Number:	3178482	BREAK THE DEBT CYCLE	
Registration Number:	3787398	P	
CORRESPONDENCE DATA			
Fax Number:	3146127697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3144447697
Email: sgeisen@lewisrice.com
Correspondent Name: Sara L. Geisen
Address Line 1: 600 Washington Avenue
Address Line 2: Suite 2500
Address Line 4: Saint Louis, MISSOURI 63101

NAME OF SUBMITTER:	Sara L. Geisen
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SIGNATURE:	/slg/
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DATE SIGNED:	12/28/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of December 23, 2015, and is by Pioneer Financial Services, Inc., a Missouri corporation ("Grantor"), in favor of The PrivateBank and Trust Company as administrative agent for itself and the other Lenders ("Administrative Agent").

RECITALS

A. Grantor and the other Companies (who are Subsidiaries of Grantor), the Administrative Agent and Lenders have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor.

B. Pursuant to the terms of the Guaranty and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, 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. Notwithstanding the foregoing, any trademark applications filed in

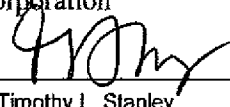
the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Pioneer Financial Services, Inc.,
a Missouri corporation

By: 
Print Name: Timothy L. Stanley
Title: President and Chief Executive Officer

Acknowledged:

The PrivateBank and Trust Company, as Administrative Agent

By: _____
Print Name: _____
Title: _____

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Pioneer Financial Services, Inc.,
a Missouri corporation

By: _____
Print Name: _____
Title: _____

Acknowledged:




The PrivateBank and Trust Company, as Administrative Agent

By: Zach Stube
Print Name: Zach Stube
Title: Associate Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Registration No.	Registration Date	Country
1. LOANS FOR MILITARY LIFE	3,405,234	4/1/2008	USA
2. MILITARY SCORING MODEL (MSM)	3,237,497	5/1/2007	USA
3. P and Design 	3,787,398	5/11/2010	USA
4.  P PIONEER MILITARY LENDING and Design	1,995,683	8/20/1996	USA
5.  P PIONEER MILITARY LOANS	1,995,684	8/20/1996	USA
6.  P PIONEER SERVICES A DIVISION OF MIDCOUNTRY BANK and Design	3,813,414	7/6/2010	USA
7. PIONEER FINANCIAL	2,925,730	2/8/2005	USA
8. PIONEER FINANCIAL SERVICES	2,971,628	7/19/2005	USA
9. PIONEER SERVICES	3,205,455	2/6/2007	USA
10. THE LEADER IN MILITARY CREDIT	3,986,899	6/28/2011	USA
11. THE MILITARY LOAN STORE	4,597,722	9/2/2014	USA

Mark	Registration No.	Registration Date	Country
12. THE RESPONSIBLE ALTERNATIVE	3,178,480	11/28/2006	USA
13. THE RESPONSIBLE LENDING ALTERNATIVE	3,178,481	11/28/2006	USA

Pending Trademark Applications:

Mark	Serial No.	Filing Date	Country
1.			
2.			
3.			

Trademark Licenses:

“Break the Debt Cycle” Registration Number 3,178,482 licensed from Knowledge of Money, LLC (f/k/a Essential Knowledge, LLC) pursuant to License Agreement dated as of December 1, 2006, amended on January 30, 2007, April 19, 2007, and as it may be further amended or restated from time to time.