

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST AT REEL/FRAME: 3633/0642		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FRED J. MORGAN , AS TRUSTEE OF THE FRED J. MORGAN TRUST, U/D/T APRIL 9, 1996		02/20/2015	INDIVIDUAL: UNITED STATES
DAVID L. HUBER		02/20/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FINANCE EXPRESS, LLC		
<b>Street Address:</b>	30318 ESPERANZA		
<b>City:</b>	RANCHO SANTA MARGARITA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92688		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3359832	FINANCE EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	18204-7		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	02/05/2016		
<b>Total Attachments: 9</b>			
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FINANCE EXPRESS, LLC  
30071 Tomas, Suite 250, Santa Margarita, California 92688  
PAY OFF LETTER

February 20, 2015

David L. Huber  
30071 Tomas, Suite 250  
Santa Margarita, California 92688

Mr. Huber:

As you are aware, you, David L. Huber ("Lender") made certain loans to Finance Express, LLC, a Nevada limited liability company ("FEX") pursuant to (a) certain loan agreements listed on Schedule A attached hereto (collectively, the "Loan Agreements" and each, a "Loan Agreement"), (b) certain security agreements listed on Schedule A attached hereto (collectively, the "Collateral Documents" and each, a "Collateral Document") and (c) certain promissory notes made by FEX for the benefit of Lender listed on Schedule A attached hereto (collectively, the "Notes" and each, a "Note" and together with the Loan Agreements and the Collateral Agreements, the "Loan Documents").

Effective as of the date of this letter:

(i) each Loan Agreement, each Collateral Document and each Note is automatically terminated and of no further force and effect, in each case, without any further action by any party, except for indemnification and other provisions which, by the express terms of the relevant Loan Documents, survive the termination of the Loan Documents;

(ii) all outstanding Notes and other obligations owing under or pursuant to the Loan Agreements and the other Loan Documents are deemed automatically paid, discharged, performed and satisfied in full, in each case, without any further action by any party, except for indemnities and other obligations which, by the express terms of the relevant Loan Documents, survive the discharge of the Notes and other obligations;

(iv) all security interests, mortgages, liens and other rights in and to any of the assets of FEX for the benefit of the Lender, under each of the Collateral Documents and each of the Loan Documents is automatically terminated, discharged and released, without any further action by any party;

(v) Lender shall promptly (i) deliver to FEX (or any designee thereof) all Notes in its possession as described on Schedule A hereto, and (ii) procure, deliver or execute and deliver all further releases, terminations, instruments and documents, and take any other actions, which are reasonably required to evidence the consummation of the pay-off and termination of the security interests and liens contemplated hereby, in each case without recourse, without representation or warranty of any kind (either express or implied) and solely at the request and expense of FEX;

(vi) Lender hereby authorizes FEX and its counsel or other designee to file on behalf of Lender (at FEX's (or its designee's or successor's) sole cost and expense) any UCC-3 termination statements, mortgage discharges and satisfactions, lien releases,

discharges, intellectual property releases and other releases necessary to effectuate the releases contemplated by this Pay-Off Letter; and

(vii) at any time and from time to time, upon the written request and at the expense of FEX, Lender shall promptly execute and deliver any and all further instruments and documents and take such further action as FEX may reasonably request to effectuate, evidence or reflect the release of the security interests and liens referred to in this Pay-Off Letter.

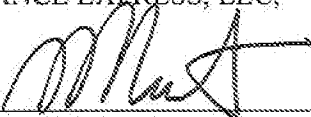
This Pay-Off Letter may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page hereto by facsimile, portable document format ("pdf") or other electronic means of transmission shall be effective as delivery of an original counterpart hereof.

THIS PAY-OFF LETTER, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

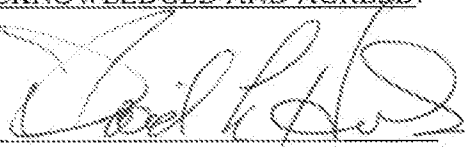
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Very truly yours,

FINANCE EXPRESS, LLC,

By:   
Name: Greg Petersen  
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

  
David L. Huber

SCHEDULE A

LOAN DOCUMENTS

1. That certain Loan Agreement, dated June 1, 2007, by and between FEX and Lender.
2. That certain Security Agreement, dated June 1, 2007, by and between FEX and Lender.
3. That certain Promissory Note, dated February 6, 2006, made by FEX for the benefit of Lender, with \$2,012,000.00 principal and interest being outstanding as of the date hereof.
4. That certain Promissory Note, dated February 6, 2006, made by FEX for the benefit of Lender, with \$2,808,000.00 principal and interest being outstanding as of the date hereof.
5. That certain Promissory Note, dated September 29, 2006, made by FEX for the benefit of Lender, with \$331,500.00 principal and interest being outstanding as of the date hereof.
6. That certain Promissory Note, dated September 29, 2006, made by FEX for the benefit of Lender, with \$459,000.00 principal and interest being outstanding as of the date hereof.
7. That certain Promissory Note, dated January 7, 2007, made by FEX for the benefit of Lender, with \$918,000.00 principal and interest being outstanding as of the date hereof.
8. That certain Promissory Note, dated January 24, 2007, made by FEX for the benefit of Lender, with \$660,000.00 principal and interest being outstanding as of the date hereof.
9. That certain Promissory Note, dated June 1, 2007, as amended on December 5, 2007, made by FEX for the benefit of Lender, with \$94,470.00 principal and interest being outstanding as of the date hereof.
10. That certain Promissory Note, dated May 1, 2012, made by FEX for the benefit of Lender, with \$201,000.00 principal and interest being outstanding as of the date hereof.

**FINANCE EXPRESS, LLC**  
**30071 Tomas, Suite 250, Santa Margarita, California 92688**  
**PAY OFF LETTER**

February 20, 2015

Mr. Fred Morgan  
c/o Westmor Management  
Santiago Boulevard, Suite F  
Villa Park, California 92861

Ladies and Gentlemen:

As you are aware, The Fred J. Morgan Trust U/D/T April 9, 1996 ("Lender") has made certain loans to Finance Express, LLC, a Nevada limited liability company ("FEX") pursuant to (a) certain loan agreements listed on Schedule A attached hereto (collectively, the "Loan Agreements" and each, a "Loan Agreement"), (b) certain security agreements listed on Schedule A attached hereto (collectively, the "Collateral Documents" and each, a "Collateral Document") and (c) certain promissory notes made by FEX for the benefit of Lender listed on Schedule A attached hereto (collectively, the "Notes" and each, a "Note" and together with the Loan Agreements and the Collateral Agreements, the "Loan Documents"). Subject to the terms of this Pay Off Letter, the full payoff amount for all amounts owed under the Loan Documents as of the date hereof is ONE MILLION TWO HUNDRED THOUSAND AND 00/100 U.S. DOLLARS (\$1,200,000.00) (the "Payoff Amount").

FEX hereby represents and warrants to Lender that the Manheim Indebtedness (as defined in that certain Purchase and Forbearance Agreement, dated as of April 12, 2012 between Lender, FEX, Fred J. Morgan, an individual, and David L. Huber, an individual) was not paid in full prior to December 31, 2014.

As of the date of this letter, and effective upon receipt of the Payoff Amount in immediately available funds:

(i) each Loan Agreement, each Collateral Document and each Note is automatically terminated and of no further force and effect, in each case, without any further action by any party, except for indemnification and other provisions which, by the express terms of the relevant Loan Documents, survive the termination of the Loan Documents;

(ii) all outstanding Notes and other obligations owing under or pursuant to the Loan Agreements and the other Loan Documents are deemed automatically paid, discharged, performed and satisfied in full, in each case, without any further action by any party, except for indemnities and other obligations which, by the express terms of the relevant Loan Documents, survive the discharge of the Notes and other obligations;

(iv) all security interests, mortgages, liens and other rights in and to any of the assets of FEX for the benefit of the Lender, under each of the Collateral Documents and each of the Loan Documents is automatically hereby terminated, discharged and released, without any further action by any party; provided, however, that in the event that Lender is required to disgorge or return any funds received from or on behalf of FEX as contemplated under the Notes, without limiting any other rights and remedies available

to Lender, the security interests in favor of Lender shall be reinstated in full as if such security interests had not been terminated as contemplated herein;

(v) Lender shall promptly deliver to FEX (or any designee thereof) all Notes in its possession as described on Schedule A hereto;

(vi) Lender hereby authorizes FEX and its counsel or other designee to file on behalf of Lender (at FEX's (or its designee's or successor's) sole cost and expense) any UCC-3 termination statements, mortgage discharges and satisfactions, lien releases, discharges, intellectual property releases and other releases necessary to effectuate the releases contemplated by this Pay-Off Letter; and

(vii) at any time and from time to time, upon the reasonable written request and at the sole expense of FEX, Lender shall promptly execute and deliver any and all further instruments and documents and take such further action as FEX may reasonably request to effectuate, evidence or reflect the consummation of the pay-off and release of the security interests and liens referred to in this Pay-Off Letter, in each case without recourse of whatsoever and nature against Lender, and without representation or warranty of any kind by Lender (either express or implied).

This Pay-Off Letter may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page hereto by facsimile, portable document format (".pdf") or other electronic means of transmission shall be effective as delivery of an original counterpart hereof.

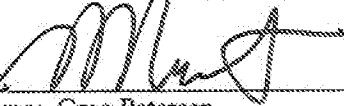
THIS PAY-OFF LETTER, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

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Very truly yours,

FINANCE EXPRESS, LLC,


By 

Name: Greg Petersen

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

THE FRED I. MORGAN TRUST,  
U/D/T April 9, 1996

  
Fred I. Morgan, Trustee

## **SCHEDULE A**

### LOAN DOCUMENTS

1. That certain Loan Agreement, dated July 19, 2007, by and between FEX and Lender.
2. That certain Loan Agreement, dated June 15, 2007, by and between FEX and Lender.
3. That certain Loan Agreement, dated May 18, 2007, by and between FEX and Lender.
4. That certain Loan Agreement, dated July 2, 2007, by and between FEX and Lender.
5. That certain Loan Agreement, dated August, 2008, by and between FEX and Lender.
6. That certain Security Agreement, dated July 19, 2007, by and between FEX and Lender.
7. That certain Security Agreement, dated June 15, 2007, by and between FEX and Lender.
8. That certain Security Agreement, dated May 18, 2007, by and between FEX and Lender.
9. That certain Security Agreement, dated July 2, 2007, by and between FEX and Lender.
10. That certain Promissory Note, dated July 19, 2007, made by FEX for the benefit of Lender, as amended by that certain Omnibus Amendment to Promissory Notes, dated December 3, 2007 (the "Amendment to Notes"), made by FEX for the benefit of Lender, in the principal amount of \$350,000.
11. That certain Promissory Note, dated June 15, 2007, made by FEX for the benefit of Lender, as amended by the Amendment to Notes, made by FEX for the benefit of Lender, in the principal amount of \$520,000.
12. That certain Promissory Note, dated May 18, 2007, made by FEX for the benefit of Lender, as amended by the Amendment to Notes, made by FEX for the benefit of Lender, in the principal amount of \$100,000.
13. That certain Promissory Note, dated July 2, 2007, made by FEX for the benefit of Lender, as amended by the Amendment to Notes, made by FEX for the benefit of Lender, in the principal amount of \$270,000.

14. That certain Promissory Note, dated August 10, 2008, made by FEX for the benefit of Lender, as amended by the Amendment to Notes, made by FEX for the benefit of Lender, in the principal amount of \$300,000.