TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Macquarie Bank Limited, as Agent		03/03/2016	Bank: AUSTRALIA	

RECEIVING PARTY DATA

Name:	Wheels Financial Group, LLC		
Street Address:	15821 Ventura Boulevard		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2192247	LOAN MART
Registration Number:	3677290	YOUR AUTO TITLE LOAN PARTNER
Registration Number:	3935788	CASHDADDY
Registration Number:	4042855	LOANDADDY
Registration Number:	4046565	800LOANDADDY
Registration Number:	4061098	800CASHDADDY
Registration Number:	4087230	1-800LOANMART
Registration Number:	4087231	800LOANMART
Registration Number:	4087235	1-800LOANMART
Registration Number:	4087236	LOANMART
Serial Number:	85782916	LM LOANMART
Serial Number:	85873126	RETAINER FUNDING SERVICES

CORRESPONDENCE DATA

900356422

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

TRADEMARK

REEL: 005746 FRAME: 0185

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: //lk/

DATE SIGNED: 03/04/2016

Total Attachments: 4

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TRADEMARK REEL: 005746 FRAME: 0186

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release") dated as of March 3 2016 is made by Macquarie Bank Limited as Agent for the Secured Parties (in such capacity the "Agent") in favor of Wheels Financial Group LLC, a California limited liability company ("Grantor") as follows:

WITNESSETH:

WHEREAS reference is made to the Loan Agreement dated as of August 30 2013 (as amended restated supplemented or otherwise modified from time to time the "Loan Agreement") by and among the Grantor as borrower each other Person party thereto as a "Borrower" the Lenders from time to time party thereto (the "Lenders") and the Agent;

WHEREAS pursuant to the Guaranty and Security Agreement dated as of August 30 2013 (the "Security Agreement") a lien on and security interest in (the "Security Interest") certain collateral including the Trademark Collateral (as hereinafter defined) was granted by Grantor to the Agent; and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office the Borrower entered into that certain Trademark Security Agreement dated as of August 30 2013 (the "Trademark Security Agreement") in favor of the Agent;

WHEREAS the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 30 2013 at Reel 005101 Frame 0302; and

WHEREAS the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on <u>Schedule 1</u> hereto.

NOW THEREFORE for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and upon the terms set forth in this Release the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>" as used herein shall mean all of the Grantor's right title and interest in to and under the Trademarks listed on <u>Schedule 1</u> hereto. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent without recourse representation or warranty and at the Grantor's sole cost and expense hereby terminates cancels and releases in its entirety for the benefit of Grantor and its successors and assigns to the Trademark Collateral the Security Interest and any and right title and interest of the Agent in the Trademark Collateral shall hereby terminate cease and become void.
- 3. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner for Trademarks record this Release.

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- 4. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.
- 5. <u>Further Assurances</u>. From time to time after the date hereof upon Grantor's reasonable request the Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's security interest in the Trademark Collateral (without recourse representation or warranty and at Grantor's sole cost and expense).
- 6. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

MACQUARIE BANK LIMITED, as Agent

Name:

Authorized Signatory Title:

By:

Title:

Leigh Smith Authorized Signatory Name:

Schedule 1

TRADEMARKS

Trademark	Serial No.	Registration No.	Registration Date
LOAN MART	75342261	2192247	8/8/97
Your Auto Title Loan Partner	77381159	3677290	9/1/09
CASHDADDY	85004220	3935788	3/22/11
LOANDADDY	85004230	4042855	10/18/11
800LOANDADDY	85105938	4046565	10/25/11
800CASHDADDY	85105922	4061098	11/22/11
1800LOANMART	85329722	4087230	1/17/12
800LOANMART	85329755	4087231	1/17/12
	85329807	4087235	1/17/12
LOANMART	85329812	4087236	1/17/12
LM LOANMART	85782916		
RETAINER FUNDING SERVICES	85873126		

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RECORDED: 03/04/2016

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