

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHEELS FINANCIAL GROUP, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
WFG BORROWER, LLC		03/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VICTORY PARK MANAGEMENT, LLC, AS AGENT		
Street Address:	227 WEST MONROE STREET, SUITE 3900		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
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	
Registration Number:	4435119	LM LOANMART	
Registration Number:	4830665	LM LOANMART SMALL BUSINESS LOANS	
Registration Number:	4771927	LM LOANMART SIMPLY BETTER LOANS	
Registration Number:	4771928	LM LOANMART SMALL BUSINESS	
Registration Number:	4758997	LM LOANMART AUTO TITLE LOANS	
CORRESPONDENCE DATA			

CH \$390.00 2192247

TRADEMARK

Fax Number:

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	341307-00124
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	03/04/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2016 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Victory Park Management, LLC ("VPC"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of March 2, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, the Lenders from time to time party thereto and VPC, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(e) Notwithstanding the foregoing, no security interest or Lien on any Trademark shall be deemed granted in, nor shall any such security interest or Lien attach to, any Trademark application filed on an intent to use basis until such time, as any, as a statement of use or affidavit alleging use is filed with the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement 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.

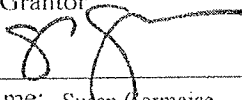
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHEELS FINANCIAL GROUP, LLC
as Grantor

By: 
Name: Susan Germaise
Title: Secretary

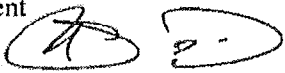
WFG BORROWER, LLC
as Grantor

By: 
Name: Susan Germaise
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]






ACCEPTED AND AGREED
as of the date first above written:

VICTORY PARK MANAGEMENT, LLC
as Agent

By: 
Name: Scott R. Zernick
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
Trademark Registrations

Trademark	Serial No.	Registration No.	Registration Date
LOAN MART	75-342,261	2,192,247	8/8/97
Your Auto Title Loan Partner	77-381,159	3,677,290	9/1/09
CASHDADDY	85-004,220	3,935,788	3/22/11
LOANDADDY	85-004,230	4,042,855	10/18/11
800LOANDADDY	85-105,938	4,046,565	10/25/11
800CASHDADDY	85-105,922	4,061,098	11/22/11
1-800LOANMART	85-329,722	4,087,230	1/17/12
800LOANMART	85-329,755	4,087,231	1/17/12
1-800LOANMART 	85-329,807	4,087,235	1/17/12
LOANMART	85-329,812	4,087,236	1/17/12
LM LOANMART  LOANMART	85-782,916	4,435,119	11/19/13
LM LOANMART SMALL BUSINESS LOANS  LOANMART SMALL BUSINESS LOANS	86-538946	4,830,665	2/18/15
LM LOANMART SIMPLY BETTER LOANS  LOANMART SIMPLY BETTER LOANS	86-418084	4,771,927	7/14/15
LM LOANMART SMALL BUSINESS  LOANMART SMALL BUSINESS	86-418138	4,771,928	7/14/15
LM LOANMART AUTO TITLE LOANS	86-378,638	4,758,997	6/23/15

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RECORDED: 03/04/2016

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