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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM398185

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST TRADEMARKS

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EZCorp, Inc.		09/12/2016	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Fortress Credit Co LLC, as collateral agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4720556	EZ MONEY LOANS \$
Registration Number:	4602794	EASY CASH SOLUTIONS
Registration Number:	4046479	CHANGE CASH. CONVENIENCE. CONTROL.
Registration Number:	2939358	EZ MONEY
Registration Number:	2379654	EZ PAWN
Registration Number:	2340737	EZ PAWN
Registration Number:	2257872	EZ MONEY
Registration Number:	2082500	EZ MONEY CENTER
Registration Number:	2006900	VALUE PAWN AND JEWELRY
Registration Number:	1737767	EZCORP
Registration Number:	1626279	EZ PAWN

# **CORRESPONDENCE DATA**

**Fax Number:** 2125935955

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: 212-756-2132
Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Aveunue

TRADEMARK

900377783 REEL: 005877 FRAME: 0118

Address Line 2: Address Line 4:	25th Floor New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:		026033-0311	
NAME OF SUBMITTER:		Scott Kareff (026033-0311)	
SIGNATURE:		/kc for sk/	
DATE SIGNED:		09/12/2016	

## **Total Attachments: 4**

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#### GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 12, 2016, by EZCORP, Inc., a Delaware corporation ("Grantor"), in favor of Fortress Credit Co LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 12, 2016 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached <a href="Schedule A">Schedule A</a> (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

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

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same agreement. Delivery of an executed counterpart by facsimile or other electronic transmission shall be equally effective as delivery of an original executed counterpart.

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

EZCORP, INC.

Bv:

Name: Thomas H. Welch, Jr.

Title: Senior Vice President, General Counsel

and Secretary

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

# **Trademark Registrations and Applications**

Company	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
EZCORP, Inc.	24 LOANS ()	4720556	August 22, 2012	April 14, 2015	N/A
EZCORP, Inc.	EASY CASH SOLUTIONS	4602794	March 30, 2012	September 9, 2014	N/A
EZCORP, Inc.	Change	4046479	July 27, 2010	October 25, 2011	N/A
EZCORP, Inc.	EZ MONEY	2939358	December 29, 2003	April 12, 2005	N/A
EZCORP, Inc.	EZ PAWN	2379654	October 19, 1999	August 22, 2000	N/A
EZCORP, Inc.	\$FZP!\VN	2340737	March 4, 1999	April 11, 2000	N/A
EZCORP, Inc.	EZ MONEY	2257872	August 15, 1997	June 29, 1999	N/A
EZCORP, Inc.	EZ MONEY CENTER	2082500	April 25, 1996	July 22, 1997	N/A
EZCORP, Inc.	Value Pawn	2006900	November 10, 1994	October 8, 1996	N/A
EZCORP, Inc.	EZCORP	1737767	July 1, 1991	December 1, 1992	N/A
EZCORP, Inc.	EZ PAWN	1626279	January 16, 1990	December 4, 1990	N/A

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**RECORDED: 09/12/2016**