

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407261

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|---|-------------------------------------|-----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SMART PAWN FIRST, LLC | | 11/30/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MEDLEY CAPITAL LLC | | |
| Street Address: | 280 PARK AVENUE | | |
| Internal Address: | 6TH FLOOR EAST | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4353318 | PAWN 1ST BUY · SELL · LOANS | |
| Registration Number: | 4346492 | PAWN1ST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572193 | | |
| <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> | | | |
| Phone: | 310-557-2900 | | |
| Email: | klathrop@proskauer.com | | |
| Correspondent Name: | PROSKAUER ROSE LLP | | |
| Address Line 1: | 2049 CENTURY PARK EAST, SUITE 3200 | | |
| Address Line 2: | C/O KIMBERLEY A. LATHROP | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 51494.102 | | |
| NAME OF SUBMITTER: | Kimberley A. Lathrop | | |
| SIGNATURE: | /Kimberley A. Lathrop/ | | |
| DATE SIGNED: | 12/01/2016 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 30, 2016, by and between SMART PAWN FIRST, LLC, a Delaware limited liability company ("Grantor"), in favor of MEDLEY CAPITAL LLC, a Delaware limited liability company, in its capacity as Agent and collateral agent (in such capacity and together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 22, 2016, by, and among SMART FINANCIAL OPERATIONS, LLC, a Delaware limited liability company (the "U.S. Borrower"), SMART CASH CANADA HOLDINGS, ULC, a British Columbia unlimited liability corporation (the "Canadian Borrower", and together with U.S. Borrower, collectively, the "Borrowers" and each, individually, a "Borrower"), the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement, dated as of November 22, 2016, by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations of the Loan Parties, Grantor granted to Agent, for the benefit of the Lenders, a continuing security interest in and lien on all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement or Security Agreement as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages and pledges to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule 1 hereto;

- (b) all reissues, extensions or renewals 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 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.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

SMART PAWN FIRST, LLC

By 

Name: Jerry L. Robinson

Title: Chief Financial Officer

MEDLEY CAPITAL LLC

By: 

Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

- A. Registered trademark in Pawn 1st logo (attached hereto, as Exhibit A); U.S. Reg. No. 4,353,318 (June 18, 2013).
- B. Registered trademark in "PAWN1ST"; U.S. Reg. No. 4,346,492 (June 4, 2013).

2. TRADEMARK APPLICATIONS

None.

EXHIBIT A

