ETAS ID: TM416303

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Money Store, L.P.		02/15/2017	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	TMI Trust Company		
Street Address:	1100 Abernathy Road NE, Suite 480		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Trust Company: TEXAS		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	1335898	THE MONEY BOX	
Registration Number:	3245787	THE MONEY BOX	
Registration Number:	3861696	SELEX	
Registration Number:	3861697	SELEX	
Registration Number:	3924054	YOUR MONEY. YOUR CARD.	
Registration Number:	4180536	YOUR MONEY. YOUR CARD.	

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	120588.00010 KAW
NAME OF SUBMITTER:	Kim A. Walker
SIGNATURE:	/kaw-907/
DATE SIGNED:	02/15/2017

TRADEMARK REEL: 005992 FRAME: 0529

900395187

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, The Money Store, L.P., doing business as The Money Box, a

Texas limited partnership (the "Grantor") with principal offices at 3527 North Ridge Road,

Wichita, Kansas 67205, hereby grants to TMI Trust Company, 1100 Abernathy Road NE, Suite

480, Atlanta, GA 30328 as Collateral Agent under the Security Agreement (the "Grantee"), a

continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the

United States trademarks, trademark registrations and trademark applications (other than any

application for registration of a trademark filed with the United States Patent and Trademark Office

on an intent-to-use basis) (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds

(as such term is defined in the Security Agreement referred to below) and products of the Marks,

(iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action

arising prior to or after the date hereof for infringement of any of the Marks or unfair competition

regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all

the Indenture Obligations and any Pari Passu Payment Lien Obligation of the Grantor, as each

such term is defined in the Security Agreement among the Grantor, the other assignors from time

to time party thereto and the Grantee, dated as of February 15, 2017 (as amended, modified,

restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence

of the Termination Date (as defined in the Security Agreement), the Grantee shall execute,

acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in

the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the

Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the

security interest granted herein are as set forth in the Security Agreement, all terms and provisions

Page 2

of which are incorporated herein by reference. In the event that any provisions of this Grant are

deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall

govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the $15^{\rm th}$ day of February, 2017.

THE MONEY STORE, L.P. as Grantor

Name: Don F. Gayhardt Jr.

Title: President

3527 North Ridge Road, Wichita, KS 672015

[Trademark Security Agreement]

TMI TRUST COMPANY, as Grantee

Name: Kathy Khapp

Title: Vice President

1100 Abernathy Road NE, Suite 480

Atlanta, Georgia 30328

[Trademark Security Agreement]

Schedule A

Trademarks

Trademark Registrations

RECORDED: 02/15/2017

Mark	Application No. / Registration No.	Application Date/ Registration Date	Owner of Record
THE MONEY	73/496,884	August 27, 1984	The Money Store, L.P.
BOX	1,335,898	May 14, 1985	DBA – The Money Box
THE MONEY	76/636,887	April 22, 2005	The Money Store, L.P.
BOX	3,245,787	May 29, 2007	DBA – The Money Box
SELEX	77/745,919	May 27, 2009	The Money Store, L.P.
	3,861,696	October 12, 2010	DBA – The Money Box
SELEX	77/745,926	May 27, 2009	The Money Store, L.P.
	3,861,697	October 12, 2010	DBA – The Money Box
YOUR MONEY. YOUR CARD.	77/891,783 3,924,054	December 11, 2009 February 22, 2011	The Money Store, L.P. DBA – The Money Box
YOUR MONEY. YOUR CARD.	85/308,777 4,180,536	April 29, 2011 July 24, 2012	The Money Store, L.P. DBA – The Money Box