

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC, as Agent		07/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wheels Financial Group, LLC
Street Address:	15400 Sherman Way
Internal Address:	Suite 170
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91406
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	WFG Borrower, LLC
Street Address:	15400 Sherman Way
Internal Address:	Suite 170
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91406
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

TRADEMARK

Property Type	Number	Word Mark
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

Fax Number: 2022987570

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: 202-625-3575

Email: kattendctm@kattenlaw.com

Correspondent Name: Michael Justus - Katten Muchin Rosenman

Address Line 1: 2900 K Street, N.W.

Address Line 2: North Tower, Suite 200

Address Line 4: Washington, D.C. 20007-5118

ATTORNEY DOCKET NUMBER:	341307-00124
NAME OF SUBMITTER:	Michael R. Justus
SIGNATURE:	/Michael R. Justus/
DATE SIGNED:	07/03/2018

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of July 2, 2018, by Victory Park Management, LLC, as Agent (“**Collateral Agent**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, WFG Borrower, LLC and Wheels Financial Group, LLC (collectively, the “**Grantor**”), and Collateral Agent are parties to that certain Guaranty and Security Agreement dated as of March 2, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), whereby the Grantor granted to Collateral Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under certain Trademarks and Trademark Collateral (as defined below) as security for the payment of the Obligations (as defined in the Security Agreement), including, without limitation, the Trademarks set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, Grantor is party to that certain Trademark Security Agreement, dated as of March 2, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), pursuant to which Grantor granted to Collateral Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on March 15, 2016, at Reel 5746, Frame 0224;

WHEREAS, Grantor has requested that Collateral Agent, and Collateral Agent now desires to, terminate and release its continuing security interest in in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby automatically and unconditionally releases and terminates its continuing security interest in in all of Grantor’s right, title and interest in and to the following (collectively the “**Trademark Collateral**”):

(i) all of the Trademarks including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any Trademark.


2. Collateral Agent hereby terminates the Trademark Security Agreement and terminates, discharges, releases, cancels, reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Administrative Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

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IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

VICTORY PARK MANAGEMENT, LLC, as
Collateral Agent

By: 
Name: Scott R. Zemnick
Title: Manager

Schedule A

Trademark Registrations

Trademark	Serial No.	Registration No.	Registration Date
LOAN MART	75-342,261	2,192,247	9/29/98
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 	85-782,916	4,435,119	11/19/13
LM LOANMART SMALL BUSINESS LOANS 	86-538946	4,830,665	10/13/15
LM LOANMART SIMPLY BETTER LOANS 	86-418084	4,771,927	7/14/15
LM 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

Trademark Applications

None.