

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Change to Collateral Agent; Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CCF Intermediate Holdings LLC		12/12/2018	Limited Liability Company: DELAWARE
Checksmart Financial Company		12/12/2018	Corporation: DELAWARE
CCF OpCo LLC		12/12/2018	Limited Liability Company: DELAWARE
Direct Financial Solutions, LLC		12/12/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Computershare Trust Company, N.A.
Street Address:	8742 Lucent Boulevard, Suite 225
Internal Address:	Attn: Corporate Trust - CCFI Collateral Agency
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80129
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4242044	EVERYDAY FINANCIAL SOLUTIONS
Registration Number:	4566209	COMMUNITY CHOICE FINANCIAL
Registration Number:	4566210	COMMUNITY CHOICE FINANCIAL
Registration Number:	4434947	1 FIRST VIRGINIA
Registration Number:	4428054	1ST LOANS FINANCIAL
Registration Number:	4428055	1ST LOANS FINANCIAL
Registration Number:	4501159	CASHCENTRAL ONLINE LENDING MADE SIMPLE.
Registration Number:	3885876	CALIFORNIA BUDGET FINANCE

CORRESPONDENCE DATA

Fax Number: 6142200197

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6147458844
Email: srector@petersonconners.com
Correspondent Name: Susan D. Rector
Address Line 1: Peterson Connors LLP
Address Line 2: 545 Metro Place South, Suite 435
Address Line 4: Dublin, OHIO 43017

NAME OF SUBMITTER:	Susan D. Rector
SIGNATURE:	/Susan D. Rector/
DATE SIGNED:	01/11/2019

Total Attachments: 8

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**NOTICE OF CHANGE TO COLLATERAL AGENT
RE. GRANT OF SECURITY INTEREST IN TRADEMARKS**

Effective as of December 12, 2018

TO: United States Patent and Trademark Office (“USPTO”)

Ladies and Gentlemen:

Reference is made to the following agreements (collectively, the “**Trademark Security Agreements**”) and the trademark collateral described in Schedule I attached hereto:

- (1) Trademark Security Agreement dated as of April 1, 2012, among Community Choice Financial, Inc. (the “**Company**”), Community Choice Family Insurance Agency, LLC and U.S. Bank National Association, as Collateral Agent (in such capacity, the “**Existing Collateral Agent**”), recorded with the USPTO on April 6, 2012 at Reel 4746, Frames 0641-0647;
- (2) Trademark Security Agreement dated as of April 1, 2012, among the Company, Direct Financial Solutions, LLC and the Existing Collateral Agent, recorded with the USPTO on April 6, 2012 at Reel 4746, Frames 0685-0690; and
- (3) Trademark Security Agreement dated as of April 29, 2011, among the Company, CheckSmart Financial Company, Buckeye Check Cashing, Inc., Buckeye Check Cashing II, Inc. and Buckeye Title Loans, Inc., and Existing Collateral Agent, recorded with the USPTO on May 4, 2011 at Reel 4533, Frames 0484-0492.

Please be advised that pursuant to that certain Collateral Agent Resignation and Appointment Agreement dated as of July 27, 2018 by and among the Existing Collateral Agent, the Company and Computershare Trust Company, N.A., as successor Collateral Agent (in such capacity, “**New Collateral Agent**”), and certain other parties (together, as the same may be amended, modified, extended or restated from time to time, the “**Appointment Agreement**”), the Existing Collateral Agent has resigned as collateral agent under that certain Collateral Agreement, dated April 29, 2011 between the Company, the Existing Collateral Agent, Credit Suisse AG, as Administrative Agent and the Trustee of the Indenture referred to therein (the “**Existing Collateral Agreement**”), and the New Collateral Agent has been appointed as the new collateral agent under the Collateral Agreement. Further, the Existing Collateral Agreement has been amended and restated in its entirety pursuant to the terms of that certain Amended and Restated Collateral Agreement dated as of December 12, 2018 (together with the Existing Collateral Agreement and as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the CCF INTERMEDIATE HOLDINGS LLC, CCF OPCO LLC, the subsidiaries of CCF INTERMEDIATE HOLDINGS LLC therein, GLAS TRUST COMPANY LLC, as the Administrative Agent and New Collateral Agent, as Collateral Agent thereunder. In connection with such resignation and appointment, the Existing Collateral Agent under the Trademark Security Agreements has resigned, and the New Collateral Agent has been appointed as the new collateral agent under the Trademark Security Agreements.

Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein shall have the meanings given to them in the Collateral Agent.

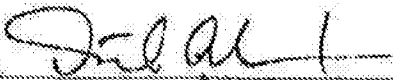
Any notices to the New Collateral Agent related to the Trademark Security Agreements should be made to:

Computershare Trust Company, N.A.
8742 Lucent Boulevard, Suite 225
Highlands Ranch, CO 80129
Attention: Corporate Trust - CCFI Collateral Agency
E-mail: corporate.trust@computershare.com
Facsimile: (303) 262-0608

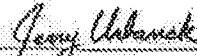
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ACKNOWLEDGED AND AGREED TO BY:

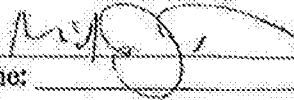
U.S. BANK NATIONAL ASSOCIATION,
as Existing Collateral Agent

By: 
Name: DAVID A. SCHLABACH
Title: VICE PRESIDENT

COMPUTERSHARE TRUST COMPANY, N.A.,
as New Collateral Agent

By: 
Name: Jerry Urbanek
Title: Corporate Trust Manager, Trust Officer

COMMUNITY CHOICE FINANCIAL, INC.
COMMUNITY CHOICE FAMILY INSURANCE
AGENCY, LLC
DIRECT FINANCIAL SOLUTIONS, LLC
CHECKSMART FINANCIAL COMPANY
BUCKEYE CHECK CASHING, INC.
BUCKEYE CHECK CASHING II, INC.
BUCKEYE TITLE LOANS, INC.

By: 
Name: _____
Title: _____ of each

[SIGNATURE PAGE TO NOTICE OF CHANGE TO COLLATERAL AGENT]

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 12, 2018 (this "Agreement"), among CCF INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (the "Company"), the subsidiaries of the Company listed on Schedule I hereto and COMPUTERSHARE TRUST COMPANY, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Amended and Restated Revolving Credit Agreement dated as of December 12, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, CCF OPCO LLC, a Delaware limited liability company ("Opco"), the Lenders party thereto, and GLAS TRUST COMPANY LLC, as administrative agent (the "Administrative Agent"), (b) the Existing 2011 Indenture, (c) the Existing 2012 Indenture, and (d) the Amended and Restated Collateral Agreement dated as of December 12, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, Opco, the subsidiaries of the Company therein, the Administrative Agent and the Collateral Agent. It is a condition precedent to making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement that the Grantors shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

Each Subsidiary Grantor is an affiliate of the Company, will derive substantial direct and indirect benefits from the transactions contemplated by the Finance Documents and is willing to execute and deliver this Agreement in order to induce the Secured Parties to enter into the same.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith (except intent-to-use applications), including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision

thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "*Trademarks*");

(b) all goodwill associated therewith or symbolized thereby; and


(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

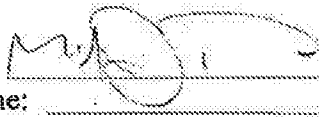
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CCF INTERMEDIATE HOLDINGS LLC

By: 
Name: Michelle C. Roman
Title: Secretary

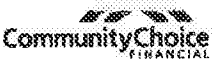


CCF OPCO LLC
CHECKSMART FINANCIAL COMPANY
DIRECT FINANCIAL SOLUTIONS, LLC



By: 
Name: _____
Title: _____

COMPUTERSHARE TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: Jerry Urbanek
Title: Corporate Trust Manager, Trust Officer

Schedule I

Mark and File No.	Owner	Registration No. Registration Date
3(1) EVERYDAY FINANCIAL SOLUTIONS	Checksmart Financial Company	4,242,044 11/13/2011
6(53) COMMUNITY CHOICE FINANCIAL	CCF OpCo LLC	4,566,209 07/15/2014
6(54) 	CCF OpCo LLC	4,566,210 07/15/2014
3(24) 	CCF OpCo LLC	4,434,947 11/19/2013
9(11) 1ST LOANS FINANCIAL	CCF OpCo LLC	4,428,054 11/05/2013
9(12) 	CCF OpCo LLC	4,428,055 11/05/2013

Mark and File No.	Owner	Registration No. Registration Date
0144 09(6)  <p>cashcentral online lending made simple.</p>	Direct Financial Solutions, LLC	4,501,159 03/25/2014
	01(5) Checksmart Financial Company	3,885,876 12/07/2010

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