

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Collateral Assignment and Security Agreement for Intellectual Property Rights, Software and other Personal Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANDR, Inc.		06/25/2021	Corporation: GEORGIA
Atlanta Title Loans, Inc.		06/25/2021	Corporation: GEORGIA
Aycox, Inc.		06/25/2021	Corporation: GEORGIA
Aycox & Aycox, Clayton, Inc.		06/25/2021	Corporation: GEORGIA
Aycox & Aycox, Inc.		06/25/2021	Corporation: ALABAMA
Aycox & Martin Enterprises, Inc.		06/25/2021	Corporation: GEORGIA
Bessemer Title Pawn, Inc.		06/25/2021	Corporation: ALABAMA
Cash Loans of Marietta, Inc.		06/25/2021	Corporation: GEORGIA
Cash Loans of Stone Mountain, Inc.		06/25/2021	Corporation: GEORGIA
Homewood Title Pawn, Inc.		06/25/2021	Corporation: ALABAMA
Huffman Title Pawn, Inc.		06/25/2021	Corporation: ALABAMA
Instant Cash Loans on Car Titles, Inc.		06/25/2021	Corporation: GEORGIA
Mableton Car Title Loans, Inc.		06/25/2021	Corporation: GEORGIA
Midwest Title Loans, Inc.		06/25/2021	Corporation: ILLINOIS
North American Title Loans, Inc.		06/25/2021	Corporation: SOUTH DAKOTA
North American Title Loans, Inc.		06/25/2021	Corporation: ALABAMA
Tarrant City Title Pawn, Inc.		06/25/2021	Corporation: ALABAMA
Anderson Financial Services, LLC		06/25/2021	Limited Liability Company: IDAHO
Anderson Financial Services of Mississippi, LLC		06/25/2021	Limited Liability Company: GEORGIA
Anderson Financial Services of Puerto Rico, LLC		06/25/2021	Limited Liability Company: PUERTO RICO
EasyDollar Loans, LLC		06/25/2021	Limited Liability Company: GEORGIA
Fairfax Financial Services, LLC		06/25/2021	Limited Liability Company: GEORGIA
Legendary Technologies, LLC		06/25/2021	Limited Liability Company: GEORGIA
TRADEMARK			

OP \$115.00 78498689

Name	Formerly	Execution Date	Entity Type
LoanMax, LLC		06/25/2021	Corporation: ARIZONA
LoanMax, LLC		06/25/2021	Limited Liability Company: DELAWARE
LoanMax, LLC		06/25/2021	Limited Liability Company: MISSISSIPPI
LoanMax, LLC		06/25/2021	Limited Liability Company: NEW HAMPSHIRE
LoanSmart, LLC		06/25/2021	Limited Liability Company: VIRGINIA
LMI, LLC		06/25/2021	Limited Liability Company: SOUTH CAROLINA
LMI II, LLC		06/25/2021	Limited Liability Company: DELAWARE
Mid-American Title Loans, LLC		06/25/2021	Limited Liability Company: MISSOURI
North American Title Loans, LLC		06/25/2021	Limited Liability Company: NEW MEXICO
North American Title Loans, LLC		06/25/2021	Limited Liability Company: SOUTH CAROLINA
North American Title Loans, LLC		06/25/2021	Limited Liability Company: UTAH
Northeastern Title Loans, LLC		06/25/2021	Limited Liability Company: DELAWARE
Quick Loans, LLC		06/25/2021	Limited Liability Company: GEORGIA
Pennbrooke Financial Services, LLC		06/25/2021	Limited Liability Company: GEORGIA
Remedium Wellness, LLC		06/25/2021	Limited Liability Company: GEORGIA
Select Remarketing Group, LLC		06/25/2021	Limited Liability Company: DELAWARE
Select Management Funding, LLC		06/25/2021	Limited Liability Company: DELAWARE
Select Management Resources, LLC		06/25/2021	Limited Liability Company: GEORGIA
Brookview Financial Services, LLC		06/25/2021	Limited Liability Company: DELAWARE
Kipling Financial Services, LLC		06/25/2021	Limited Liability Company: GEORGIA
Quickclick Loans of Alabama, LLC		06/25/2021	Limited Liability Company: GEORGIA
Quickclick Loans of California, LLC		06/25/2021	Limited Liability Company: GEORGIA
Quickclick Loans of George, LLC		06/25/2021	Limited Liability Company: DELAWARE
Quickclick Loans of Illinois,		06/25/2021	Limited Liability Company:

TRADEMARK

Name	Formerly	Execution Date	Entity Type
LLC			GEORGIA
Quickclick Loans of Missouri, LLC		06/25/2021	Limited Liability Company: GEORGIA
Quickclick Loans of Virginia, LLC		06/25/2021	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Pacific Western Bank
Street Address:	5404 Wisconsin Avenue, 2nd Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78498689	LOAN MAX
Registration Number:	4513281	CASH LOANS ON CAR TITLES
Registration Number:	3407131	QUICKCLICK
Serial Number:	85685830	SELECT REMARKETING GROUP

CORRESPONDENCE DATA

Fax Number:

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: 617-523-2700

Email: susan.dinicola@hklaw.com,tatyana.bloom@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 07/01/2021

Total Attachments: 13

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**SECOND AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT
FOR INTELLECTUAL PROPERTY RIGHTS, SOFTWARE
AND OTHER PERSONAL PROPERTY**

THIS SECOND AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY RIGHTS, SOFTWARE AND OTHER PERSONAL PROPERTY (this "**Assignment**") is made as of the 25th day of June, 2021 by the undersigned entities a party hereto (jointly, collectively and individually, "**Servicer**"), in favor of **PACIFIC WESTERN BANK**, a California state chartered bank, as collateral, administrative and payment agent ("**Agent**") for the Lenders.

RECITALS

WHEREAS, **SELECT MANAGEMENT RESOURCES, LLC** and its Affiliates (jointly, severally and collectively, "**Borrowers**"), Agent, certain other Credit Parties and certain Lenders have previously entered into that certain Amended and Restated Loan and Security Agreement dated as of May 31, 2016 (together with all renewals, extensions, amendments, restatements and modifications thereof, the "**Existing Loan Agreement**"), pursuant to which Lenders have extended certain credit to Borrowers pursuant to a revolving credit facility;

WHEREAS, in connection with the Existing Loan Agreement, Servicer and Agent have previously entered into that certain Amended and Restated Collateral Assignment and Security Agreement For Intellectual Property Rights, Software and Other Personal Property, dated as of May, 2016 (together with all renewals, extensions, amendments, restatements and modifications thereof, the "**Existing IP Assignment**");

WHEREAS, Borrowers, the other Credit Parties thereto, Agent, and Lenders have entered into that certain Second Amended and Restated Loan and Security Agreement, dated as of June 25, 2021 (together with all renewals, extensions, amendments, restatements and modifications thereof, the "**Loan Agreement**"), pursuant to which Lenders have agreed to continue making extensions of credit to Borrowers pursuant to a revolving credit facility, in accordance with and subject to the terms and conditions set forth in the Loan Agreement, and all of the other agreements, documents, instruments, certificates, reports and financing statements executed or delivered in connection therewith or with the advances to be made under the Loan Agreement (as the same may be amended, supplemented or modified from time to time, together with any agreements or instruments entered into in connection with the Existing Loan Agreement, collectively referred to herein as the "**Loan Documents**");

WHEREAS, in connection with the Loan Agreement, Borrowers may from time to time engage one or more of the Persons comprising Servicer to provide loan servicing on the Consumer Loans;

WHEREAS, Agent and Lenders require in consideration of the making of the Loan pursuant to the Loan Agreement, and as a condition precedent thereto, that Servicer collaterally assign and grant to Agent, for the benefit of itself and the Lenders, a security interest in all of its

right, title, and interest in and to the Intellectual Property, the Contracts and the Personal Property (all as defined below);

WHEREAS, in connection with the Loan, the parties hereto have agreed to amend and restate the Existing IP Assignment pursuant to this Assignment; and

WHEREAS, Servicer wishes to make the collateral assignment in favor of Agent, for the benefit of itself and the Lenders, as provided in this Assignment.

NOW, THEREFORE, in consideration of the premises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Defined Terms. All capitalized terms used in this Assignment and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement.

Assignment means this Amended and Restated Collateral Assignment and Security Agreement for Intellectual Property Rights, Software and Other Personal Property, all Exhibits, and any and all subsequent amendments.

Collateral means the Intellectual Property, the Contracts and the Personal Property.

Contracts means all assignable leases, contracts, license agreements, occupancy agreements or any other agreements, which are used in connection with the servicing of the Consumer Loans.

Effective Date means June 15, 2005.

Intellectual Property means, to the extent used in the Servicer Business as of the Effective Date or thereafter created, developed, acquired, and/or otherwise proprietary to and owned by Servicer in connection with the Servicer Business, the following:

- a. all trademarks including service marks, logos, logotypes, trade dress, trade names, and/or copyrights used in connection with the ownership, use and/or operation of all or any portion of the Collateral, together with any goodwill associated therewith, including any and all common law and/or statutory rights, title and interest therein of Servicer, including any and all applications for registrations, registrations, and/or renewals thereof, including, without limitation those trademarks set forth in **Exhibit A, Item 1** to this Assignment;
- b. domain names including any and all websites used in association therewith, Uniform Resource Locators (URLs), applications for registrations, registrations, and/or renewals thereof, as specifically set forth in **Exhibit A, Item 2** to this Assignment;
- c. all trade secrets, supplier lists, customer lists, assignable licenses and permits, processes, know-how, show-how, files and other records, assignable telephone numbers,

copyrights and copyrightable material, e-mail addresses, technical information and proprietary information as described in **Exhibit A, Item 3**;

d. any and all adaptations, enhancements, improvements, modifications, additions, renewals, substitutions, replacements, revisions, or translations to any or all of the foregoing;

e. any and all other proprietary rights relating to any and all of the foregoing in existence as of the Effective Date or accruing at any time after the Effective Date;

f. all goodwill of the business connected with the use of items listed at **Exhibit A, Item 1**;

g. all assignable software licenses from third party vendors used in the management, marketing, sales or servicing of the Consumer Loans;

h. the Software;

i. all products and proceeds of the foregoing; and

j. the right to sue and recover for any infringements of the foregoing, including acts of infringement occurring prior to Agent acquiring ownership, by foreclosure or otherwise, of the Intellectual Property.

Personal Property means all furniture, fixtures, equipment, computer hardware and other personal property owned or hereafter acquired by Servicer that is used primarily in connection with the Servicer Business.

Servicer Business means any sales, marketing, management, operations, and servicing systems of Servicer related to the Consumer Loans.

Software means any and all software developed and owned by Servicer and used in connection with the Servicer Business from time to time and any and all adaptations, enhancements, improvements, modifications, additions, substitutions, replacements, revisions or translations to any or all of the foregoing.

3. Assignment and Pledge of Intellectual Property and Personal Property.

a. As additional security for the Loan, to the extent permitted by applicable law, Servicer hereby collaterally assigns and grants a first priority security interest to Agent, for the benefit of itself and the Lenders, in and to all of Servicer's right, title, and interest to the Personal Property, the Contracts and the Intellectual Property, which Servicer has or may have or acquire by operation of law or otherwise, and further including the goodwill of the business appurtenant to the use of the Personal Property, the Contracts and the Intellectual Property so assigned and pledged, and further including the waiver of any and all moral rights Servicer may have therein. Agent shall have all the rights and remedies of a secured party under the UCC and all rights and remedies available to it under any other then applicable law. Servicer agrees to

execute any and all documentation necessary to formally transfer such rights to Agent, for the benefit of itself and the Lenders.

b. Servicer agrees that Agent's rights to and use of the Intellectual Property, the Contracts and the Personal Property shall be as follows:

(1) with respect to the items listed at **Exhibit A, Item 1** and **Exhibit A, Item 2**, only if Agent or its successor or assignee becomes an owner, by foreclosure or otherwise, of all or substantially all of the Consumer Loans.

(ii) (2) with respect to those items listed at **Exhibit A, Item 3**, at any time that Agent or its assignee owns, operates or manages any portion of the Business or becomes an owner, by foreclosure or otherwise, of all or substantially all of the Consumer Loans.

(iii) (3) notwithstanding the foregoing, Agent's enforcement of its rights hereunder shall not operate to prevent Servicer which owns any such items from continuing to use such items in the operation of the Servicer Business or any other business, provided that such continued use does not, in the reasonable judgment of Agent, materially impair the use of the Intellectual Property, the Contracts, or the Personal Property by (A) Servicer; or (B) Agent following the acquisition by Agent of all or a substantial portion of the Consumer Loans via foreclosure or an action in lieu thereof.

c. By execution of this Assignment, Servicer acknowledges, accepts, and authorizes Agent to file any appropriate UCC financing statements. Moreover, Servicer agrees to do such further acts and things and to execute and deliver to Agent, for the benefit of itself and the other Lenders, such additional assignments, agreements and other instruments as Agent may reasonably require or deem advisable to carry out the purposes of this Assignment or to further assure and confirm unto Agent its rights, powers and remedies under this Assignment.

d. As to the service marks and names set forth in Exhibit A hereto, and without intending to limit any other provision of this Assignment, it is the intent of the parties that this Assignment shall act merely as a pledge of collateral and that the obligation to maintain the nature and quality of the services performed under the service marks and names set forth in Exhibit A, Item 1 shall remain the sole and exclusive responsibility of Servicer.

4. Termination. If the Obligations have been indefeasibly satisfied in full in cash and the conditions set forth the Loan Agreement have been satisfied, then this Assignment and all of Agent's right, title and interest under this Assignment with respect to the Intellectual Property, the Contracts and the Personal Property shall terminate.

5. Warranties and Representations. Servicer represents and warrants that:

a. Servicer is the owner of the Personal Property and all worldwide rights, titles and interest in and to the Intellectual Property, have the right to enter into this Assignment and have taken all action necessary to authorize the execution and delivery of this Assignment;

b. no notice has been received, nor do the undersigned have any knowledge that the Intellectual Property infringes or misappropriates the intellectual property of any third party;

c. if applicable law does not prohibit the same, Servicer, at the written request of Agent, agrees to execute any and all documentation necessary to formally transfer the rights granted under this Assignment to third parties in connection with the assignment, in whole or in part, of its rights under the Loan Agreement by Agent or the acquisition of title to all or a substantial portion of the Consumer Loans, via foreclosure or an action in lieu thereof;

d. Servicer shall not abandon any of the Intellectual Property during the term of this Assignment, nor shall the Servicer intentionally take any action or forebear from taking any action that would in any material respect damage the Intellectual Property or cause waste or diminish the quality of or the good will associated with the Intellectual Property;

e. Servicer shall have made no prior assignments of any of the Collateral or of its interest in and to the Collateral other than the Permitted Liens;

f. there are no Intellectual Properties other than those set forth on **Exhibit A** attached hereto that are owned by Servicer that are material to servicing the Consumer Loans; and

g. as of the date hereof, no Software exists or is in development.

6. Source and Object Codes. Immediately upon the creation of any Software, Servicer shall deliver to a third-party acceptable to Agent ("**Escrow Agent**"), pursuant to a source code escrow agreement, in form and substance satisfactory to Agent, to be promptly entered into among the Servicer, Agent, and Escrow Agent ("**Escrow Agreement**"), a complete copy of the source code for the Software and one complete fully functional object code copy of the Software, including all enhancements, modifications, patches, updates, improvements and additions thereto now available or hereafter developed by or for Servicer, along with such information and instructions as may exist from time to time and be necessary, useful or appropriate to explain the installation, functioning and use of the Software such that Agent may use and enjoy the Software in the same manner and to the same extent as Servicer upon the occurrence of an Event of Default which is continuing. The copies of the Software and enhancements, modification, patches, updates, improvements and additions thereto delivered to Escrow Agent shall, to the best of Servicer's knowledge, be completely free of all viruses, trojan horses, worms, back-doors, self-erasing or destructive code of any kind, known bugs, known errors, and any other properties that would, at any time, adversely limit, affect or interfere with the use or functioning of the Software. Upon an Event of Default that is continuing, Agent may obtain the Source Code from Escrow Agent by delivering to Escrow Agent and Servicer written notice in the form required under the Escrow Agreement.

7. Application for Registration. Servicer hereby agrees that it will, within a reasonable period of time following the date hereof, diligently consider the legal benefits of copyrighting the proprietary Software with the United States Copyright Office and consult in good faith with Agent regarding same. In the event of such registration, Servicer hereby authorizes Agent to file with the United States Copyright Office and/or the United States Patent and

Trademark Office whatever documents are appropriate in order to evidence and perfect Agent's (for the benefit of itself and the Lenders) first priority security interest in such copyrights, patents, trademarks and service marks.

8. Consent and Agreement by Servicer. Servicer hereby acknowledges and consents to this Assignment and agrees to act in conformity with the provisions of this Assignment. Upon the occurrence of an Event of Default which is continuing, Servicer hereby designates and appoints Agent and each of its designees or agents as its attorney-in-fact irrevocably and with power of substitution, with authority to execute and deliver for and on its behalf any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on its behalf of any rights created or existing under or pursuant to this Assignment.

9. No Joint Venture; No Obligations of Agent or any Lender. The relationship of Agent and each Lender to Servicer is one of a creditor to a debtor, and neither Agent nor any Lender is a joint venturer or partner of Servicer. Assignees shall have no liability whatsoever to Servicer in connection with the exercise of Assignees' rights hereunder or the use of the Intellectual Property, the Contracts, or the Personal Property by Servicer in accordance with this Assignment, and Servicer agrees to indemnify, protect, defend and hold Agent and each Lender harmless from any and all claims, liabilities, obligations, decrees, judgments or the like by any person arising in connection with the Intellectual Property, the Contracts or Personal Property, except to the extent that the same results from the indemnified party's gross negligence or willful misconduct.

10. Agent's and Lender's Reliance on Representations. Servicer has executed this Assignment in order to induce Agent and Lender to accept the Loan Documents and with full knowledge that Agent and Lender shall rely upon the representations, warranties and agreements in this Assignment contained, and that but for this Assignment and the representations, warranties and agreements in this Assignment contained, Agent and Lender would not take such actions.

11. No Liability. To the extent permitted by applicable law, in the exercise of the powers herein granted to Agent or Lender hereunder, no liability shall be asserted or enforced against Agent or Lender other than for those actions or omissions that constitute gross negligence or willful misconduct. Neither Agent nor any Lender shall be obligated to perform or discharge any obligation, duty, or liability of Servicer as the owner and/or holder of the Collateral. Servicer hereby agrees to indemnify, protect and defend Agent and each Lender for and hold Agent and each Lender harmless of and from any and all liability, loss, or damage which it or they may incur under or by reason of this Assignment or by reason of any alleged obligations of Servicer and the owners and/or holders of the Collateral, except for claims or demands arising from the indemnified party's gross negligence or willful misconduct. Should Agent or any Lender incur any such liability, loss, or damage under or by reason of this Assignment or in the defense of any such claims or demands, Servicer shall, upon written demand, reimburse Agent or such Lender for the amount to which said party is entitled to indemnification hereunder, including, without limitation, reasonable attorneys' fees, costs, and expenses.

12. Covenants of Servicer. Servicer covenants to faithfully observe and perform all of the obligations and agreements imposed upon Servicer under the Contracts and/or with respect to Intellectual Property or Personal Property. Except as specifically set forth herein, Servicer

covenants not to further assign, sell, pledge, mortgage, encumber, or otherwise transfer any right, title or interest in or to the Collateral without the prior written consent of Agent. Agent will not be deemed in any manner to have assumed the same. Notwithstanding anything contained herein to the contrary, Servicer shall have the right to amend, modify, terminate or assign any and all of the Contracts from time to time in the Servicer's discretion, without the consent or joinder of Agent. However, Agent, for the benefit of itself and the Lenders, shall have a first priority security interest, as contemplated by this Assignment, in any such amended or modified Contract and in any new or substitute Contract.

13. Notice. All notices given under this Assignment shall be in writing and shall be either hand delivered or mailed, by registered U.S. mail, return receipt requested, first class postage prepaid, to the parties at their respective addresses below or at such other address for any party as such party may designate by notice to the other parties to this Assignment:

If to Agent:

Pacific Western bank
5404 Wisconsin Avenue, 2nd Floor
Chevy Chase, MD 20815
Attention: Structured Finance Group
Portfolio Manager
Facsimile: (301) 841-2340

If to Servicer:

c/o Select Management Resources, LLC
3440 Preston Ridge Road, Suite 500
Alpharetta, GA 30005
Attention: Roderick A. Aycox
Telephone: (678) 823-4700
Facsimile: (770) 649-8041

14. Binding Nature of Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties to this Assignment and their respective successors and assigns. Agent may assign its rights and obligations under this Assignment to any third party.

15. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (excluding the laws applicable to conflicts or choice of law) and applicable federal law.

16. Severability. If any term, covenant, condition, or provision of this Assignment, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to this Assignment. Any invalidity resulting from the length of a period of time shall be considered reduced to a period of time which would cure such invalidity. If adjustment is not possible, then in each such event the remainder of this Assignment or the application of such term, covenant,

condition or provision to any person or any other circumstance (other than those as to which has been held invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision of this Assignment shall remain valid and enforceable to the fullest extent permitted by law.

17. Entire Agreement. This Assignment including the Exhibits, constitutes the entire agreement between the parties concerning the subject matter of this Assignment, and expressly supercedes any prior written or oral understandings or agreements between them with respect to the subject matter of this Assignment.

18. Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

19. Security Agreement. This Assignment shall constitute a security agreement as that term is used in the UCC.

20. Miscellaneous.

a. The term “include” and similar terms (*e.g.*, includes, including, included, comprises, comprising, such as, *e.g.*, and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

b. The use of headings, captions and numbers in this Assignment is solely for the convenience of identifying and indexing the various provisions of this Assignment and shall in no event be considered otherwise in construing or interpreting any provision of this Assignment.

c. The failure of a party to this Assignment to exercise any power given it under this Assignment or to insist upon strict compliance with the terms of this Assignment shall not constitute a waiver of that party’s right to demand exact compliance with the terms of this Assignment. Waiver by a party to this Assignment of any particular default by the other shall not affect or impair its rights with respect to any subsequent defaults of the same or of a different kind; nor shall any delay or omission by a party to this Assignment to exercise any rights arising from any default affect or impair its right as to such default or any future default. Further, no custom or course of dealings of the parties to this Assignment at variance with the terms of this Assignment shall constitute a waiver of that party’s right to demand later compliance.

d. All rights, remedies, powers and privileges conferred under this Assignment on the parties to this Assignment shall be cumulative of and in addition to, but not restrictive or in lieu of, those conferred by law.

e. This Assignment shall not be modified or amended in any respect except by a written agreement executed by Agent and Servicer in the same manner as this Assignment is executed.

f. When the context so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders.

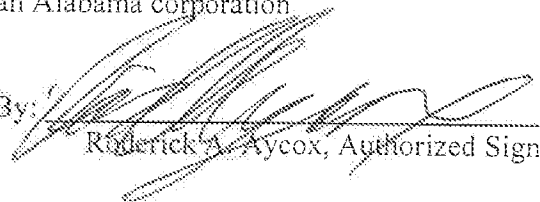
g. **Exhibit A** is hereby incorporated into this Assignment by this reference.

h. Servicer and the Agent agree that this Assignment is given in amendment, restatement, renewal and extension (but not in novation or cancellation) of the Existing IP Assignment. Delivery of this Assignment does not extinguish the duties and obligations of Servicer arising under the Existing IP Assignment. Servicer hereby acknowledges and agrees that, with respect to matters relating to the period before the effective date of this Assignment, all provisions of the Existing IP Assignment are hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date and year first written above.

ANDR, INC.,
a Georgia corporation
ATLANTA TITLE LOANS, INC.,
a Georgia corporation
AYCOX, INC.,
a Georgia corporation
AYCOX & AYCOX, CLAYTON, INC.,
a Georgia corporation
AYCOX & AYCOX, INC.,
an Alabama corporation
AYCOX & MARTIN ENTERPRISES, INC.,
a Georgia corporation
BESSEMER TITLE PAWN, INC.,
an Alabama corporation
CASH LOANS OF MARIETTA, INC.,
a Georgia corporation
CASH LOANS OF STONE MOUNTAIN, INC.,
a Georgia corporation
HOMEWOOD TITLE PAWN, INC.,
an Alabama corporation
HUFFMAN TITLE PAWN, INC.,
an Alabama corporation
INSTANT CASH LOANS ON CAR TITLES, INC.,
a Georgia corporation
MABLETON CAR TITLE LOANS, INC.,
a Georgia corporation
MIDWEST TITLE LOANS, INC.,
an Illinois corporation
NORTH AMERICAN TITLE LOANS, INC.,
a South Dakota corporation
NORTH AMERICAN TITLE LOANS, INC.,
an Alabama corporation
TARRANT CITY TITLE PAWN, INC.,
an Alabama corporation

By: 
Roderick A. Aycox, Authorized Signatory


[Signature Page to Collateral Assignment]

#24892077

TRADEMARK
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ANDERSON FINANCIAL SERVICES, LLC,
an Idaho limited liability company
ANDERSON FINANCIAL SERVICES OF
MISSISSIPPI, LLC,
a Georgia limited liability company
ANDERSON FINANCIAL SERVICES OF
PUERTO RICO, LLC,
a Puerto Rico limited liability company
EASYDOLLAR LOANS, LLC,
a Georgia limited liability company
FAIRFAX FINANCIAL SERVICES, LLC,
a Georgia limited liability company
LEGENDARY TECHNOLOGIES, LLC,
a Georgia limited liability company
LOANMAX, LLC,
an Arizona limited liability company
LOANMAX, LLC,
a Delaware limited liability company
LOANMAX, LLC,
a Mississippi limited liability company
LOANMAX, LLC,
a New Hampshire limited liability company
LOANSMART, LLC,
a Virginia limited liability company
LMI, LLC,
a South Carolina limited liability company
LMI II, LLC,
a Delaware limited liability company
MID-AMERICAN TITLE LOANS, LLC,
a Missouri limited liability company
NORTH AMERICAN TITLE LOANS, LLC,
a New Mexico limited liability company
NORTH AMERICAN TITLE LOANS, LLC,
a South Carolina limited liability company
NORTH AMERICAN TITLE LOANS, LLC,
a Utah limited liability company
NORTHEASTERN TITLE LOANS, LLC,
a Delaware limited liability company

QUICKCLICK LOANS, LLC,
a Georgia limited liability company
PENNBROOKE FINANCIAL SERVICES,
LLC, a Georgia limited liability company
REMEDIIUM WELLNESS, LLC,
a Georgia limited liability company
SELECT REMARKETING GROUP, LLC
a Delaware limited liability company
SELECT MANAGEMENT FUNDING, LLC,
a Delaware limited liability company
SELECT MANAGEMENT RESOURCES,
LLC,
a Georgia limited liability company
BROOKVIEW FINANCIAL SERVICES, LLC,
a Delaware limited liability company
KIPLING FINANCIAL SERVICES, LLC,
a Georgia limited liability company
QUICKCLICK LOANS OF ALABAMA, LLC,
a Georgia limited liability company
QUICKCLICK LOANS OF CALIFORNIA,
LLC,
a Georgia limited liability company
QUICKCLICK LOANS OF GEORGIA, LLC,
a Delaware limited liability company
QUICKCLICK LOANS OF ILLINOIS, LLC,
a Georgia limited liability company
QUICKCLICK LOANS OF MISSOURI, LLC,
a Georgia limited liability company
QUICKCLICK LOANS OF VIRGINIA, LLC,
a Georgia limited liability company

By: 
Roderick A. Aycox, Authorized Signatory

[Signature Page to Collateral Assignment]

#84392977

TRADEMARK
REEL: 007343 FRAME: 0935

EXHIBIT A

All of Servicer's right, title and interest to the general intangibles and/or personal property constituting:

1. TRADEMARKS:

a. Service Marks (services only):

“LoanMax” - Serial No. 78498689. Filing Date: October 12, 2004.
“Cash Loans on Car Titles” - Serial No. 4513281. Filing Date: June 13, 2012.
“QuickClick” - Serial No. 3407131. Filing date: April 27, 2006.
“Select Marketing Group” – Serial No. 85685830
“LoanMax Cash Loans on Car Titles” (Stylized with Color Claim) – Serial No. 10770
“Cash Loans on Car Titles” (Color Claim) – Serial No. 10768
“Cash Loans on Car Titles” with Star Design (Color Claim) – Serial No. 10769
“Cash Loans on Car Titles” – Serial No. 4513281

b. Trade Names/Fictitious Names:

Alabama Title Loans
Atlanta Title Loans
Borinquen Title Loans
LoanMax
LoanMax Title Loans
LoanSmart
LoanSmart Title Loans
Mid-American Loans
Mid-American Title Loans
Midwest Title Loans
MoneyMax
MoneyMax Title Loans
North American Title Loans
Northeastern Title Loans

2. DOMAIN NAMES:

www.LoanMaxTitleLoans.net
www.LoanStarTitleLoans.net
www.MidAmericanTitleLoans.net
www.NorthEasternTitleLoans.net
www.MidWestTitleLoans.net

www.AtlantaTitleLoans.net
www.AlabamaTitleLoans.net
www.NorthWestTitleLoans.net
www.NorthAmericanTitleLoans.net
www.QuickClickLoans.com
www.borinquentitleloans.com
www.title.cash

3. TECHNICAL INFORMATION:

Any and all data, information, lists, documents, analyses, processes, statistics, charts, files of any kind whatsoever used in the Servicer Business including (a) all data files which contain information related to, used in or arising out of the Servicer Business including the proprietary copyrighted and/or copyrightable databases, any and all data proprietary to Servicer and contained or residing in any and all database software and/or other software; and (b) all data including all information, electronic files, documents, spreadsheets, and databases, that are retrievable, generated, or created by or through operating systems or software that is owned, licensed, or used by Servicer, whether such operating systems, software or database is proprietary to Servicer or to one or more third parties.

4. GOODWILL:

All goodwill of the business appurtenant to the use of the foregoing.

5. Proprietary loan application software

6. Any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any or all of the foregoing.

7. Any and all other proprietary rights relating to any and all of the foregoing in existence as of the date hereof or accruing at any time after such date.

8. All products and proceeds of the foregoing.

9. All software licenses obtained by Servicer from third parties for use in connection with the Servicer Business, subject to any terms and conditions that govern such software licenses, to the extent assignable.

10. PERSONAL PROPERTY.