TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM741287

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE MONEY STORE, L.P.		07/08/2022	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	BP Commercial Funding Trust, Series SPL-IV		
Street Address:	75 Rockefeller Plaza		
Internal Address:	c/o BasePoint Capital II, LLC, its Administrator		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Statutory Trust: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1335898	THE MONEY BOX

CORRESPONDENCE DATA

Fax Number: 2125453401

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.

2125921418 Phone:

Email: bwerbin@herrick.com

Correspondent Name: Barry Werbin Address Line 1: 2 Park Avenue Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Barry Werbin
SIGNATURE:	/Barry Werbin/
DATE SIGNED:	07/14/2022

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

July 8, 2022

WHEREAS, THE MONEY STORE, L.P., a Texas limited partnership ("Grantor") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, BP COMMERCIAL FUNDING TRUST II, SERIES SPL-IV, a statutory series of BP COMMERCIAL FUNDING TRUST II, a Delaware statutory trust, for itself and for no other series of BP COMMERCIAL FUNDING TRUST II, as Administrative Agent (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of July 8, 2022, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto (the "Marks"), (ii) the patents and patent applications set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds of the Marks, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as each such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date set forth above.

GRANTOR:

THE MONEY STORE L.P., a Texas limited partnership

By: Print Name: Michael J. Durbin
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

BP COMMERCIAL FUNDING TRUST, SERIES SPL-IV, a statutory series of BP Commercial Funding Trust II, a Delaware statutory trust, for itself and for no other series of BP Commercial Funding Trust II

By: Basepoint Capital II, LLC, not in its individual capacity but solely as Administrator of BP Commercial Funding Trust II

By:	 	
Name:		
Title:		

[Signature page to Trademark Security Agreement (Term Loan)]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date set forth above.

GRANTOR:

THE MONEY STORE L.P., a Texas limited partnership

By:	
Print Name: _	
Title:	

ADMINISTRATIVE AGENT:

BP COMMERCIAL FUNDING TRUST, SERIES SPL-IV, a statutory series of BP Commercial Funding Trust II, a Delaware statutory trust, for itself and for no other series of BP Commercial Funding Trust II

By: Basepoint Capital II, LLC, not in its individual capacity but solely as Administrator of BP Commercial Funding Trust II

By Midwal Puronio
Name: Michael Petronio

Title: Authorized Signatory

[Signature Page to Trademark Security (Term Loan)]

Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
United States	THE MONEY BOX	1335898	14-MAY- 1985	THE MONEY STORE, L.P.

HF 14468150v.2

Schedule B – Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
N/A	N/A	N/A	N/A	N/A

HF 14468150v.2

RECORDED: 07/15/2022