

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pawn 1st, LLC		11/22/2016	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Smart Pawn First, LLC		
Street Address:	1085 West Morse Blvd.		
Internal Address:	Suite 100		
City:	Winter Park		
State/Country:	FLORIDA		
Postal Code:	32789		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4353318	PAWN 1ST BUY · SELL · LOANS	
Registration Number:	4346492	PAWN1ST	
CORRESPONDENCE DATA			
Fax Number:	4075409532		
<i>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.</i>			
Email:	GTIPMAIL@gtlaw.com		
Correspondent Name:	Greenberg Traurig PA		
Address Line 1:	450 S. Orange Avenue		
Address Line 2:	Suite 650		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	163569.010400		
NAME OF SUBMITTER:	Catherine M. Updegraff		
SIGNATURE:	/Catherine M. Updegraff/		
DATE SIGNED:	12/22/2016		
Total Attachments: 4			
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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This **ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS** (this "Assignment") is made and entered into as of November 22, 2016, by and between **PAWN 1ST, LLC**, an Arizona limited liability company ("Assignor"), and **SMART PAWN FIRST, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 21, 2016 (the "Purchase Agreement"), by and among Assignor, Assignee, Guy Dryer, a resident of Arizona, George H. Brimhall, a resident of Arizona, Brenda J. Brimhall, a resident of Arizona, and Joshua C. Brimhall, a resident of Arizona, pursuant to which Assignee has purchased substantially all of the assets of Assignor, including, without limitation, the servicemarks, trademarks and trade names of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications, trade names, internet web sites and internet domain names including, without limitation, the servicemarks, trademarks, servicemark and trademark applications, trade names, internet web sites and internet domain names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

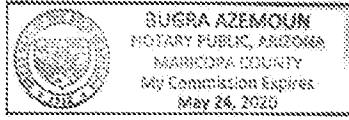
NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any of the Marks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of November 21, 2016.

PAWN 1ST, LLC, an Arizona limited liability company



By: [Signature]
Name: Guy Dryer
Title: Managing Member

[SEAL]
State of ARIZONA)
County of MARICOPA) ss.:


On this 21st day of November, 2016, before me Bugra Azemoum personally appeared Guy Dryer, Managing Member of Pawn 1st, LLC, an Arizona limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
	U.S. Reg. No. 4,353,318	06/18/2013
PAWN1ST	U.S. Reg. No. 4,346,492	06/04/2013

Unregistered Servicemarks and Trademarks

None.		
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Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
None.		

Trade Names

None.		
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Internet Web Sites and Internet Domain Names

ARIZONALOAN.COMPANY
ARIZONALOANCOMPANIES.COM
ARIZONALOANCOMPANY.COM
ARIZONALOANCOMPANY.INFO
ARIZONALOANCOMPANY.NET
ARIZONALOANCOMPANY.ORG
ARIZONALOANCOMPANY.US
AZLOANCOMPANY.COM
AZLOANCOMPANY.INFO
AZLOANCOMPANY.NET
AZLOANCOMPANY.ORG
MYPAWN1ST.COM
MYPAWN1ST.INFO
MYPAWN1ST.NET
MYPAWN1ST.ORG
PAWN1ST.BIZ
PAWN1ST.COM
PAWN1ST.INFO
PAWN1ST.MOBI
PAWN1ST.NET
PAWN1ST.ORG

PAWN1STPAWN1STAUTOTITLELOANSPHOENIX.NET
PAWNFIRST.COM
PAWNFIRST.NET
PAWNFIRST.ORG

ORL 299420929V2

RECORDED: 12/22/2016

TRADEMARK
REEL: 005951 FRAME: 0268