

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514521

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900479602		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medley Capital LLC, as Resigning Agent		12/28/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMVEST CAPITAL IV, L.P., as Agent		
<b>Street Address:</b>	525 Okeechobee Boulevard		
<b>Internal Address:</b>	Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4346492	PAWN1ST	
<b>Registration Number:</b>	4353318	PAWN 1ST BUY · SELL · LOANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129408776		
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@kattenlaw.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	03/15/2019		
<b>Total Attachments: 5</b>			
source=26 Assignment of Intellectual Property Security Agreement#page3.tif			

source=26 Assignment of Intellectual Property Security Agreement#page4.tif  
source=26 Assignment of Intellectual Property Security Agreement#page5.tif  
source=26 Assignment of Intellectual Property Security Agreement#page6.tif  
source=26 Assignment of Intellectual Property Security Agreement#page7.tif

**ASSIGNMENT OF TRADEMARK  
SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of December 28, 2018, is by **MEDLEY CAPITAL LLC**, a Delaware limited liability company (individually, “**Medley**”), acting in its capacity as the current and resigning administrative agent and collateral agent (in such capacities, the “**Resigning Agent**”) and **COMVEST CAPITAL IV, L.P.** (individually, “**Comvest**”), acting in its capacity as the successor administrative agent and collateral agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, SMART PAWN FIRST, LLC, a Delaware limited liability company, as “Grantor”, and Resigning Agent are parties to that certain trademark security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreement**”) conveying certain intellectual property set forth on Exhibit B hereto;

**WHEREAS**, the Agreement was recorded in the United States Patent and Trademark Office on December 1, 2016, Reel/Frame number: 5932/0282; and

**WHEREAS**, pursuant to that certain Resignation of Agent and Appointment of Successor Agent, dated as of December 28, 2018 (the “**Resignation Agreement**”) by and among Medley, as the Resigning Agent, and Comvest, as Successor Agent, Smart Financial Operations, LLC, Smart Cash Canada Holdings, ULC, and the other loan parties party thereto, Resigning Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Resigning Agent, without recourse, representation or warranty (except for the representations made in Section 4(b) of the Resignation Agreement), hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in, to and under the Agreement.

This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

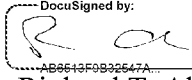
This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

**MEDLEY CAPITAL LLC**

By:  \_\_\_\_\_  
Name: Richard T. Allorto, Jr.  
Its: Chief Financial Officer

**SUCCESSOR AGENT:**

**COMVEST CAPITAL IV, L.P.**

By: ComVest Capital IV Partners, L.P., its  
General Partner

By: ComVest Capital IV Partners UGP, LLC,  
its General Partner

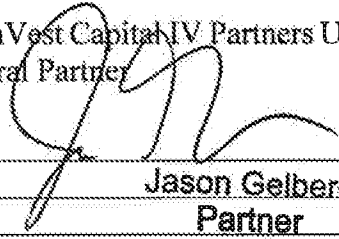
By:   
Name: Jason Gelberd  
Title: Partner

EXHIBIT A

Trademark Security Agreement, dated as if November 30, 2016 and recorded with the United States Patent and Trademark Office on December 1, 2016 at Reel 5932, Frame 0282.

EXHIBIT B

PAWN1ST  
PAWN 1ST BUY · SELL · LOANS

Registration Number: 4346492  
Registration Number: 4353318