

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peach Holdings, LLC		05/19/2011	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	TitleMasters Holding, LLC		
Street Address:	5805 State Bridge Road		
Internal Address:	Suite G-450		
City:	Johns Creek		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77773627	TITLEMASTERS	
Serial Number:	77773651	TITLE MASTERS	
CORRESPONDENCE DATA			
Fax Number:	(404)873-8729		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-873-8728		
Email:	trademarks@agg.com		
Correspondent Name:	Scott E. Taylor		
Address Line 1:	171 17th Street, NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363-1031		
ATTORNEY DOCKET NUMBER:	14237.2		
NAME OF SUBMITTER:	Scott E. Taylor		

CH \$65.00 77773627

900192391

TRADEMARK
 REEL: 004545 FRAME: 0296

Signature:	/set/
Date:	05/20/2011
Total Attachments: 2 source=TITLEMASTER and TITLE MASTERS-036-Assignment#page1.tif source=TITLEMASTER and TITLE MASTERS-036-Assignment#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") is, effective as of this 1st day of May, 2011, by and between Peach Holdings, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNOR"), and TitleMasters Holding, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR owns and is using the mark TITLEMASTERS in connection with the following goods/services: "Financial services, namely, temporary loans in the nature of automobile title pawn loans"; and

WHEREAS, ASSIGNOR applied to register the TITLEMASTERS mark on the Principal Register of the United States Patent and Trademark Office based on ASSIGNOR'S bona fide intent to use the mark in commerce in connection with the above-described services, Application Ser. No. 77/773,627 filed on July 2, 2009; and

WHEREAS, on May 12, 2011, ASSIGNOR filed a Statement of Use alleging ASSIGNOR'S first use of the TITLEMASTERS mark as of September 9, 2009; and

WHEREAS, ASSIGNOR has acquired good will associated with and symbolized by the TITLEMASTERS mark and has used the TITLEMASTERS mark without abandoning the same; and

WHEREAS, ASSIGNOR owns and has a bona fide intent to use the mark TITLEMASTERS in connection with the following goods/services: "Financial services, namely, temporary loans in the nature of automobile title pawn loans"; and

WHEREAS, ASSIGNOR has applied to register the TITLEMASTERS mark on the Principal Register of the United States Patent and Trademark Office based on ASSIGNOR'S bona fide intent to use the TITLEMASTERS mark in connection with the above-described services, Application Ser. No. 77/773,651 filed on July 2, 2009; and

WHEREAS, ASSIGNEE desires to acquire the business of ASSIGNOR in connection with which ASSIGNEE has a bona fide intent to use the TITLEMASTERS mark and the application pending for the TITLEMASTERS mark; and

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the TITLEMASTERS mark and the TITLEMASTERS mark (collectively, the "Marks") worldwide; and

WHEREAS, ASSIGNOR is willing to relinquish all right, title and interest that it may have in and to the Marks and to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Marks worldwide.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, transfers, and sells to

ASSIGNEE all right, title, and interest as ASSIGNOR may possess in and to the Marks together with the goodwill of the business in connection with which the TITLEMASTERS mark is used and which is symbolized by said mark, and together with that portion of ASSIGNOR'S business in connection with which it has a bona fide intent to use the TITLE MASTERS mark. In addition, ASSIGNOR assigns to ASSIGNEE all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Marks, together with the right to sue for, and to collect, such damages.

ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Marks in the ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR:

Peach Holdings, LLC

Printed Name: Timothy J. Frankino

Title: President

SWORN TO and subscribed before me
on this 19th day of May 2011.

Monica M. Abbate

Notary Public

My Commission Expires: 7-27-2013

Monica M. Abbate
Notary Public, Gwinnett County, Georgia
No. W-00059803
My Commission Expires July 27, 2013

ASSIGNEE:

TitleMasters Holdings, LLC

Printed Name: Stephen A. Kirkwood

Title: Accounts General Counsel

SWORN TO and subscribed before me
on this 19th day of May 2011.

Monica M. Abbate

Notary Public

My Commission Expires: 7-27-2013

Monica M. Abbate
Notary Public, Gwinnett County, Georgia
No. W-00059803
My Commission Expires July 27, 2013