

11-18-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-19-1998

100901618

U.S. Patent & TMO/c/TM Mail Rpt./Dt. #10

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MRA 10-19-98
Check Into Cash, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement - Amendment
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: NationsBank of Tennessee, N.A.

Internal Address: _____

Street Address: 633 Chestnut Street

City: Chattanooga State: TN ZIP: 37450

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Tennessee
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/308009

B. Trademark Registration No.(s)

1,987,021

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jay A. Young

Internal Address: _____

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: TN ZIP: 37402

11/17/1998 DMGUYEH 00000069 200052 75308009

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jay A. Young
Name of Person Signing

Christine E. Wilson
Signature

October 13, 1998
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1815 FRAME: 0273

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement ("Second Amendment"), dated as of October 13, 1998, is made by CHECK INTO CASH, INC., a Delaware corporation (the "Grantor"), in favor of NATIONSBANK OF TENNESSEE, N.A., a national banking association (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated June 2, 1997 (the "Original Loan Agreement") by and among Grantor and Lender, Lender made a loan in the principal amount of up to \$3,100,000 to Grantor, and in accordance therewith Grantor and Lender entered into a Trademark Security Agreement dated June 2, 1997, recorded on June 6, 1997, in the United States Patent and Trademark Office (the "Original Trademark Security Agreement";

WHEREAS, on October 23, 1997, Grantor and Lender entered into a Second Amendment to Loan Agreement and Loan Documents (the "Amendment to Loan Agreement") pursuant to which the amount of the loan from Lender to Grantor was increased to \$11,500,000, and to evidence the increased loan the Grantor executed an Amended and Restated Promissory Note payable to Lender in the original principal amount of \$11,500,000 (the "First Amended Note"); and

WHEREAS, on October 23, 1997, Grantor and Lender entered into an Amendment to Trademark Security Agreement recorded on November 4, 1997, in the United States Patent and Trademark Office in order to evidence the increase in the amount of the loan from Lender to Grantor and to add an additional service mark to the Original Trademark Security Agreement (the "Original Trademark Security Agreement as so amended is referred to herein as the "Trademark Security Agreement"); and

WHEREAS, on even date herewith, Grantor and Lender are entering into a Fourth Amendment to Loan Agreement and Loan Documents (the "Fourth Amendment") pursuant to which the amount of the loan from Lender to Grantor is being increased to \$23,000,000, and to evidence the increased loan the Grantor is executing an Amended and Restated Promissory Note payable to Lender in the original principal amount of \$23,000,000 (the "Second Amended Note"); and

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the increase in the amount of the loan from Lender to Grantor;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Fourth Amendment to Loan Agreement, the parties agree as follows:


1. The term "Obligations" as used in the Trademark Security Agreement includes, without limitation, all loans to be made concurrently or hereafter in connection with the Loan Agreement (as defined below). The term "Loan" as used in the Trademark Security Agreement shall mean the \$23,000,000 loan described above and the term "Note" shall mean the Second Amended Note described above together with any amendments, extensions, modifications, replacements and/renewals thereof and any future promissory notes evidencing subsequent advances of the Loan. The term "Loan Agreement" as used in the Trademark Security Agreement shall mean the Original Loan Agreement as previously amended and amended by the Fourth Amendment to Loan Agreement, and as further amended, extended, modified, restructured or renewed from time to time.

2. Except as amended hereby, the Trademark Security Agreement shall remain in full force and effect. Capitalized terms used herein have the meanings given them in the Trademark Security Agreement unless otherwise defined in this Second Amendment. Nothing in this Second Amendment is intended to affect the attachment or perfection of the security interests and liens created under the Original Trademark Security Agreement, it being the intention of the parties that such security interests and liens relate back to the execution of the Original Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered as of the date first above written.

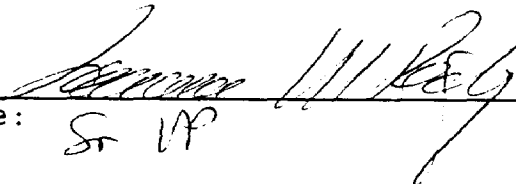
GRANTOR:

CHECK INTO CASH, INC., a Delaware corporation

By: 
Title: CHAIRMAN & CEO

LENDER:

NATIONSBANK OF TENNESSEE, N.A.

By: 
Title: Sr VP

STATE OF TENNESSEE)

COUNTY OF Bradley)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ALLAN JONES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Chairman & CEO of Check Into Cash, Inc., the within named bargainer, a corporation, and that he/she as such Chairman & CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Chairman & CEO

WITNESS my hand, at office in Bradley County, Tennessee, this 13~~th~~ day of Oct., 1998.

Claudia S. Gray
Notary Public

My Commission Expires:

11-5-2000

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lawrence M. Kichay, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Senior Vice President of NationsBank of Tennessee, N.A., the within named bargainer, a corporation, and that he/~~she~~ as such Senior Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as such Senior Vice President.

WITNESS my hand, at office in Hamilton County, Tennessee, this 14~~th~~ day of October, 1998.

Anna Wilson Carter
Notary Public

My Commission Expires:

10-23-2000

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement ("Second Amendment"), dated as of October 13, 1998, is made by CHECK INTO CASH, INC., a Delaware corporation (the "Grantor"), in favor of NATIONSBANK OF TENNESSEE, N.A., a national banking association (the "Lender").

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WHEREAS, on October 23, 1997, Grantor and Lender entered into an Amendment to Trademark Security Agreement recorded on November 4, 1997, in the United States Patent and Trademark Office in order to evidence the increase in the amount of the loan from Lender to Grantor and to add an additional service mark to the Original Trademark Security Agreement (the "Original Trademark Security Agreement as so amended is referred to herein as the "Trademark Security Agreement"); and

WHEREAS, on even date herewith, Grantor and Lender are entering into a Fourth Amendment to Loan Agreement and Loan Documents (the "Fourth Amendment") pursuant to which the amount of the loan from Lender to Grantor is being increased to \$23,000,000, and to evidence the increased loan the Grantor is executing an Amended and Restated Promissory Note payable to Lender in the original principal amount of \$23,000,000 (the "Second Amended Note"); and

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the increase in the amount of the loan from Lender to Grantor;

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NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Fourth Amendment to Loan Agreement, the parties agree as follows:


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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered as of the date first above written.


GRANTOR:

CHECK INTO CASH, INC., a Delaware corporation

By: 
Title: CHAIRMAN & CEO

LENDER:

NATIONSBANK OF TENNESSEE, N.A.

By: 
Title: Sr VP