

06-21-2000



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*M.P.D.*  
*5.30.a*

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
01 01 97

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
01 01 97

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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

TRADEMARK  
REEL: 002090 FRAME: 0304

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,987,021"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Wendy L. Houser Wendy Houser 5/24/00  
Name of Person Signing Signature Date Signed

## ASSIGNMENT OF SERVICE MARK REGISTRATION

This Agreement is made and entered into effective as of the 1st day of January, 1997, by and between JONES MANAGEMENT SERVICES, LLC, a Tennessee limited liability company ("Assignor"), and CHECK INTO CASH, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns by assignment the CHECK INTO CASH & Design mark, subject of United States Patent and Trademark Office Registration Number 1,987,021, dated July 16, 1996 (the "Mark"), which registration is subsisting and valid; and

WHEREAS, Assignee desires to acquire the Mark, the goodwill therein and the registration thereof, including the right to recover for damages and profits for past infringements thereof, by assignment from Assignor;

NOW, THEREFORE, be it known that for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign, transfer and convey unto Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark (including the right to recover for damages and profits for past infringements thereof) and the registration thereof, and the ownership thereof shall hereafter reside in the Assignee.

Assignor agrees to execute and deliver, at the request of Assignee, all documents, and to perform any other acts the Assignee may reasonably require, in order to vest all of Assignor's right, title, and interest in and to the Mark in Assignee, and to provide evidence to support any of the foregoing in the event deemed necessary by Assignee to the extent such evidence is in the possession or control of the Assignor.

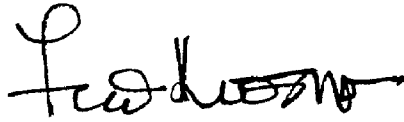
This Agreement shall be governed by and construed according to the laws of the State of Tennessee, without regard to its or any other state's or jurisdiction's conflict of law principles to the contrary.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject assignment and replaces all prior agreements, representations and understandings of the parties, whether written or oral, and the same shall be deemed to have been merged into this Agreement.


This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and affiliates and related companies.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

JONES MANAGEMENT SERVICES, LLC

By:   
Fred Krosner  
Executive Vice President and  
Chief Executive Officer

CHECK INTO CASH, INC.

By:   
Nelson Beckham, President