

07-03-2000



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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

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

74660075
Execution Date

Month Day Year

03 31 2000

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

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.)

06/30/2000 BCDATES 0000097 74660075

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

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20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002095 FRAME: 0084

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

214.745.5374

Name

James J. Murphy

Address (line 1)

WINSTEAD SECHREST & MINICK P.C.

Address (line 2)

5400 RENAISSANCE TOWER

Address (line 3)

1201 ELM STREET

Address (line 4)

DALLAS, TEXAS 75270

Pages

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

6

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)

74/660,075

75/811,486

75/873,852

1,626,279

2,124,410

2,343,071

75/776,805

75/826,744

75/874,010

1,737,767

2,257,872

75/810,931

75/845,705

2,082,500

2,340,737

Number of Properties

Enter the total number of properties involved.

15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 390.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2426

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.

James J. Murphy

Name of Person Signing



Signature

5-30-00

Date Signed

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of March 31, 2000, is executed by EZCORP, INC., a Delaware corporation (the "Debtor"), which is located at 1901 Capital Parkway, Austin, Texas 78746, in favor of WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION (successor by consolidation to Wells Fargo Bank (Texas), National Association), a national banking association, as agent (in such capacity, together with its successors in such capacity, the "Agent"), 111 Congress, Suite 300, Austin, Texas 78701.

RECITALS:

A. The Debtor, Wells Fargo Bank Texas, National Association (successor by consolidation to Wells Fargo Bank (Texas), National Association), as the Issuing Bank, the banks and the other lending institutions which are or may from time to time become a signatory thereto (collectively, the "Lenders"), and the Agent have entered into that certain Credit Agreement dated as of December 10, 1998, as amended by that certain First Amendment to Credit Agreement dated as of September 29, 1999 and that certain Second Amendment to Credit Agreement and Waiver dated as of the date hereof (the "Second Amendment") (as the same has been and may be amended, restated, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor and the Agent have entered into that certain Borrower Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Agent for the benefit of the Agent, the Issuing Bank and the Lenders a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Agent's, the Issuing Bank's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Agent for the benefit of the Agent, the Issuing Bank and the Lenders, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.
2. At such time as all of the Obligations have been completely paid and performed in full, the Agent shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.
3. Except as otherwise provided in the Security Agreement, Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.
4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Agent and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

EZCORP, INC.

By: 

Daniel N. Tonissen
Chief Financial Officer

WELLS FARGO BANK TEXAS,
NATIONAL ASSOCIATION,
as Agent

By: Keith Smith
Keith Smith
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me Travis Jack ^{Notary} on this day personally appeared Daniel N. Tonissen, the Chief Financial of EZCORP, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

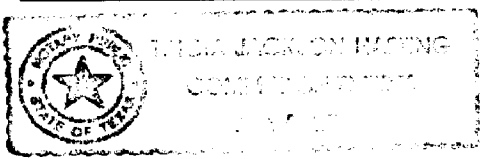
Given under my hand and seal this 12 day of May, 2000.

[S E A L]

[Signature]
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public



THE STATE OF TEXAS

§
§
§

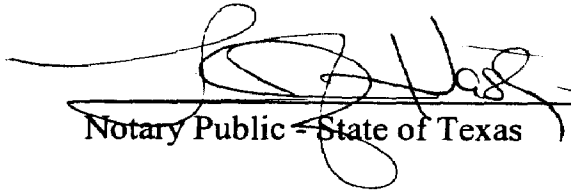
COUNTY OF TRAVIS

Before me Tricia Jackson Hasting on this day personally appeared Keith Smith, the Vice President of WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said association, for the purposes and consideration therein expressed.

Given under my hand and seal office this 12th day of May, 2000.

[S E A L]

My Commission Expires:



Notary Public - State of Texas

Printed Name of Notary Public

3301785.2
333:4839-262

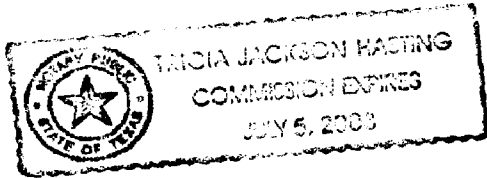


EXHIBIT A

United States Trademark Registrations and Applications

Trademark	Application Serial No. or <i>Registration No.</i>	Filing Date/ <i>Registration Date</i>	Goods or Services
EZCORP	74/182,214 1,737,767	7/1/91 12/1/92	Pawn brokerage services
EZ PAWN	75/845,705	11/9/99	Computerized on-line retail store services
EZ PAWN	75/826,744	10/19/99	Computerized on-line retail jewelry store services
EZ PAWN (and design)	75/653,666 2,340,737	3/4/99 4/11/00	Pawn brokerage services
E-Z PAWN	74/019,638 1,626,279	1/16/90 12/4/90	Pawn brokerage services
EZ MONEY	75/341,991 2,257,872	8/15/97 6/29/99	Pawn brokerage and check cashing services
\$ EZ MONEY (and design)	75/653,662 2,343,071	3/4/99 4/11/00	Pawn brokerage and cash checking services
EZ MONEY CENTER	75/095,277 2,082,500	4/25/96 7/22/97	Pawn brokerage and check cashing services
\$ EZ PAWN THE WORLD'S BEST (and design)	75/776,805	8/16/99	Pawn brokerage services
EZ VALUE PRICED	74/660,075	4/13/95	Mark is used to identify new items and items of forfeited collateral that have exceptional sales value when sold in connection with pawn-brokerage services.
EASY AUCTION	75/874,010	12/17/1999	Retail Services, namely, the offering of a broad range of new and used goods via a global computer network, and associated services aimed at helping customers to sell such new and used goods
JEWELRYLAND OUTLET	75/150,468 2,124,410	8/15/96 12/23/97	Pawn brokerage and check cashing services
MEGAZAAR	75/811,486	9/28/99	On-line retail store services featuring a broad range of new and used consumer goods.

Trademark	Application Serial No. or <i>Registration No.</i>	Filing Date/ <i>Registration Date</i>	Goods or Services
MEGAZAR	75/810,931	9/29/99	On-line retail store services featuring a broad range of new and used consumer products.
WORLDDEAUCTION	75/873,852	12/17/1999	Retail Services, namely, the offering of a broad range of new and used goods via a global computer network, and associated services aimed at helping customers to sell such new and used goods.

SECURITY INTEREST ASSIGNMENT
OF TRADEMARKS - Page 6

RECORDED: 05/30/2000

TRADEMARK
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