U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 0793300221

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

1. Name of conveying party(ies):
DOLLAR FINANCIAL GROUP, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: NEW YORK
☐ Other:

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

2. Name and address of receiving party(ies):

Name: WELLS FARGO BANK, National Association
Internal Address:
Street Address: 333 SOUTH GRAND AVENUE, SUITE 900
City: LOS ANGELES State: CALIFORNIA ZIP: 90071

☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☐ Corporation-State: _____
☒ Other: NATIONAL BANKING ASSOCIATION
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other: _____
Execution Date: NOVEMBER 13, 2003

4.A. Trademark Application No.(s)

B. Registration No.(s)

2,606,704 **2,700,559**

Additional numbers attached? *☐ Yes ☒ No

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

CHARLOTTE Y. CHEN
MORRISON & FOERSTER LLP
555 WEST FIFTH STREET
SUITE 3500
LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and trademark registrations involved: **2**

7. Total fee (37 C.F.R. § 3.41): **$65.00**

☐ Enclosed
☒ Authorized to be charged to deposit account, referencing Attorney Docket **0793300221**

8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

CH $65.00 031952 2606704

DO NOT USE THIS SPACE

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.

Name: KELLY LOGUE

Signature

11/21/03
Date

Total number of pages comprising cover sheet, attachments and document: **10**

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

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 13th day of November, 2003 by and between DOLLAR FINANCIAL GROUP, INC., a New York corporation ("Company") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for itself and the Lenders under (and as that term and capitalized terms not otherwise defined herein are defined in) that certain Second Amended and Restated Credit Agreement dated as of even date herewith by and among Company, the Parent, the Administrative Agent, the Documentation Agent, the Syndication Agent and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to that certain Pledge and Security Agreement dated as of even date herewith between Company and the Administrative Agent (the "Company Security Agreement"), Company has granted to the Administrative Agent a first priority perfected security interest in certain assets of Company, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Company or used in Company's business.

B. The parties hereto desire to supplement the Company Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Company Security Agreement and acknowledges that the Company Collateral described therein includes, without limitation, all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Administrative Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Company or the Administrative Agent for past, present and future infringements of any of the foregoing;

(j) All products and Proceeds of any of the foregoing.

Notwithstanding the foregoing, to the extent that granting the security interest contemplated hereby in any rights, property or assets of the Company that are subject to Liens permitted by the Credit Agreement or the other Loan Documents would violate or result in a breach by Company under, or confer upon any other party the right to terminate, the documents, instruments or agreements governing such Liens, so long as such documents, instruments, and agreements are in effect, the Trademark Collateral shall include only the rights of Company to receive moneys due and to become due, if any, under or pursuant to such contract or agreement.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Company Security Agreement, Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Administrative Agent in writing of any additional trademarks registered with the PTO of which Company becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Company Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Administrative Agent under the Company Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Company continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Administrative Agent under the

TRADEMARK
REEL: 002751 FRAME: 0492

Company Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

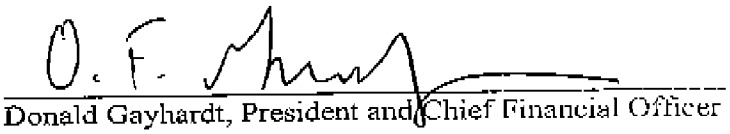
4. Relationship to Security Agreement. The Trademark Collateral shall constitute Company Collateral for all purposes of the Company Security Agreement and the other Loan Documents and the Administrative Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Company Collateral. Reference is hereby made to the Company Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature page following]

TRADEMARK
REEL: 002751 FRAME: 0493

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the date first written above.

DOLLAR FINANCIAL GROUP, INC.,
a New York corporation



Donald Gayhardt, President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

Alex Y. Kim, Vice President

la-685654

STATE OF ~~CALIFORNIA~~ PA)
) ss.
COUNTY OF CHESTER)

On NOV. 10, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Donald Gerhardt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Carla Capone

My commission expires on

NOTARIAL SEAL
Carla Capone, Notary Public
Franklin Twp., Chester County
My Commission Expires Apr. 27, 2004

TRADEMARK
REEL: 002751 FRAME: 0495

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the date first written above.

DOLLAR FINANCIAL GROUP, INC.,
a New York corporation

_____
Donald Gayhardt, President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

_____
Alex Y. Kim, Vice President

la-685654

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 11/7, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Yong Kun Kim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~) and that, by his/~~her/their~~ signature(s) on the instrument, the person(s) or the entity(~~ies~~) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

MARTHA A. HENSON
Commission # 1422780
Notary Public - California
Los Angeles County
My Comm. Expires Jun 7, 2007

Martha A. Henson
My commission expires on 6/7/07

TRADEMARK
REEL: 002751 FRAME: 0497

SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

Properties	Registration Number	Registration Date
Cash 'Til Payday	2,606,704	08/13/02
Money Mart Express	2,700,559	03/25/03

IRREVOCABLE POWER OF ATTORNEY

DOLLAR FINANCIAL GROUP, INC., a New York corporation, located at 1436 Lancaster Avenue, Suite 210, Berwyn, Pennsylvania 19312 ("Company") hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Administrative Agent"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications therefor owned by Company from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Second Amended and Restated Credit Agreement dated as of November 13, 2003 among Company, Administrative Agent, the Documentation Agent, the Syndication Agent and the Lenders from time to time party thereto (the "Credit Agreement" and as those terms and other capitalized terms not otherwise defined herein are defined in the Credit Agreement) and related documents.

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations of Company remain outstanding (other than surviving indemnity obligations).

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, Administrative Agent, rather than for Company.

3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Company in favor of Administrative Agent under the Credit Agreement.

4. The Power of Attorney granted hereunder gives and grants unto said attorney in fact, Administrative Agent, full power of substitution to substitute another party for Administrative Agent in accordance with the Credit Agreement.

5. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and that certain Supplemental Security Agreement (Trademarks) by and among the Company and the Administrative Agent dated as of even date herewith and shall be exercisable by Administrative Agent only after the occurrence and during the continuance of an Event of Default.

IN WITNESS WHEREOF, Company has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of November 13, 2003.

DOLLAR FINANCIAL GROUP, INC.,
a New York corporation

D. F. Gayhardt

Donald Gayhardt, President and Chief Financial Officer

la-685654

STATE OF ~~CALIFORNIA~~ PA)
) ss.
COUNTY OF CHESTER)

On NOV. 10, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Donald Gaynardt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Carla Capone

My commission expires on

NOTARIAL SEAL
Carla Capone, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Apr. 27, 2004

la-685654