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
GOLDX FINANCIAL SERVICES, INC.		08/31/2004	CORPORATION: CALIFORNIA
GOLD EXCHANGE, LLC		108/31/2004	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	CASH AMERICA ADVANCE, INC.	
Street Address:	1600 W. 7th Street	
City:	Fort Worth	
State/Country:	te/Country: TEXAS	
Postal Code:	ostal Code: 76102	
Entity Type:	Entity Type: CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	2054483	GOLDX	
Serial Number:	76578033	WE SAY YES!!	
Registration Number:	2741931	REAL FAST. REAL EASY.	
Serial Number:	75611020	WHERE EVERYDAY IS PAYDAY	

CORRESPONDENCE DATA

900013277

Fax Number: (214)880-0011

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.979.3027 Email: daip@hunton.com Correspondent Name: Robert J. Ward, Esq. Address Line 1: 1601 Bryan Street Address Line 2:

30th Floor, Energy Plaza Dallas, TEXAS 75201 Address Line 4:

ATTORNEY DOCKET NUMBER: 84544.000001

NAME OF SUBMITTER:	Seana Montgomery
Total Attachments: 5 source=00000001#page1.tif source=00000002#page1.tif source=00000003#page1.tif source=00000004#page1.tif source=00000005#page1.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of August 31, 2004 (the "Effective Date"), by GOLDX FINANCIAL SERVICES, INC., a California corporation ("GoldX"), GOLD EXCHANGE, LLC, a California limited liability company ("Gold Exchange," and collectively with GoldX, the "Assignors"), in favor of CASH AMERICA ADVANCE, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignors and Cash America International, Inc., a Texas corporation ("CAI"), are parties to that certain Asset Purchase Agreement dated June 22, 2004 (the "Asset Purchase Agreement"), as amended;

WHEREAS, pursuant to an Assignment of Asset Purchase Agreement of even date herewith, CAI transferred and assigned all of its rights and obligations under the Asset Purchase Agreement to Assignee;

WHEREAS, Assignors are the record owners of the marks shown on <u>Schedule A</u> attached hereto and incorporated by reference herein (the "Marks"), for which Assignors own the respective registrations and/or applications with the United States Patent and Trademark Office as identified on <u>Schedule A</u>;

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignors desire to quitclaim and transfer to Assignee (i) all rights and interests in the Marks, to the extent they have any rights in the Marks, and (ii) any and all other rights and interests in any other intellectual property, including, but not limited to, the trade names listed on <u>Schedule A</u> (collectively, the "Other IP"), to the extent they have any other rights or interests in the Other IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably assign, transfer and convey to Assignee:

All of Assignors' worldwide right, title and interest in and to the Marks (and all applications and registrations resulting therefrom and all renewals and extensions thereof), together with the goodwill of the business associated with or symbolized by the Mark, including all common law, statutory and other rights in the Mark, with the right to recover for damages and profits and all other remedies for past infringements thereof, to have and to hold for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives; and

All of Assignors' worldwide right, title and interest in and to the Other IP (and all applications and registrations resulting therefrom and all renewals and extensions thereof), together with the goodwill of the business associated with the Other IP, including all common law, statutory and other rights in the Other IP, with the right to recover for damages and profits and all other remedies for past infringements thereof, to have and to hold for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives.

Assignors hereby agree to execute any documents and do any other acts as may be reasonably required to further effectuate the assignment of its respective interest in the Marks and Other IP to Assignee. Assignors appoint Assignee as their attorney-in-fact, with full power of substitution and delegation, to execute any and all such documents and do any and all such other acts in order to effectuate the assignment set forth in this document, and to record the assignment with the United States Patent and Trademark Office or other relevant governmental authority.

IN WITNESS WHEREOF, Assignors have executed this Assignment effective as of the Effective Date.

ASSIGNORS:

GOLDX FINANCIAL SERVICES, INC., a California corporation

3y: ___

Paul M. Altieri, President

GOLD EXCHANGE, LLC, a California limited liability company

By:

Paul M. Altieri, Manager

STATE OF TEXAS

\$ \$ \$

COUNTY OF TARRANT

On August 31, 2004, before me, Little Little

WITNESS my hand and official seal.

Notary Public

CURTIS LINSCOTT NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES AUGUST 1, 2008

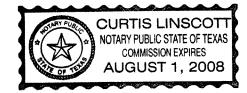
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§ § §

COUNTY OF TARRANT

WITNESS my hand and official seal.

Notary Public



ACKNOWLEDGEMENT

The undersigned hereby confirms its acceptance of the Assignment of the Marks and Other IP set forth on Schedule A to the Assignment, including all goodwill appertaining thereto, and appoints Curtis Linscott, whose full business address is Cash America Advance, Inc., 1600 W. 7th Street, Fort Worth, Texas 76102, as its representative to whom any notice in respect of the trademarks and registrations may be sent, and upon whom service of any proceedings in respect of such registrations may be given or served with the same effect as if they had been given to or served upon the registrant.

EXECUTED at Fort Worth, Tarrant County, Texas, this 31st day of August, 2004.

CASH AMERICA ADVANCE, INC., a Delaware corporation

President

STATE OF TEXAS

COUNTY OF TARRANT

Purtis Lascott On August 31, 2004, before me, and for said County and State, personally appeared James H. Kauffman, the Executive Vice President of Cash America Advance, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CURTIS LINSCOT NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES

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SCHEDULE A

Service Marks

	<u>Mark</u>	Location of Registration	Date of Registration	Registration No. or Serial No.
		1		
	Gold Exchange	California	11/29/93 (expired	18156
			11/29/03)	
	GOLDX	USPTO	4/22/1997	2.054.402
0	GOLDA	USFIO	4/22/1997	2,054,483
2.	WE SAY YES!!	USPTO	N/A	76/578,033
		·		
3.	REAL FAST. REAL	USPTO	7/29/03	2,741,931
2	EASY.			
'	WHERE	USPTO	N/A	75/611,020
4.	EVERYDAY IS		11/11	757511,020
, ,	PAYDAY.			

Other IP: Trade Names

GOLDX

GOLDX Financial Services, Inc.
GOLDX Payday Loan Centers
GOLDX Payday Advance Centers
A GOLDX Payday Loan Center(s)
Gold Exchange

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RECORDED: 09/24/2004