08-16-2004

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
(1) Ace Cash Express, Inc. 8/11/04
(2) Check Express, Inc.
(3) Check-X-Change Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State (1) Texas (2) Florida (3) California
☐ Other

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

2. Name and address of receiving party(ies)
Name: Travelers Express Company, Inc.
Internal Address:
Street Address: 1550 Utica Avenue South
City: Minneapolis State: MN Zip: 55416

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State Minnesota
☐ 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Amended Security Agreement
Execution Date: July 30, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/577170
B. Trademark Registration No.(s) 1,831,546

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sanford E. Warren, Jr.
Internal Address: Winstead Sechrest & Minick
Street Address: P.O. Box 50784
City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....$ 615.00
☑ Enclosed
☑ Authorized to be charged to deposit account

8. Deposit account number:
23-2426

OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Sanford E. Warren, Jr. — Name of Person Signing
Signature
8/5/04 — Date

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

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

08/13/2004 GTON11 00000003 76577170
01 FC:8521 40.00 OP
02 FC:8522 575.00 OP

Express Mail No.
EL 403911069US

TRADEMARK
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76/551032	ACE CASH ADVANCE	Ace Cash Express, Inc.
76/558903	ACE CASH EXPRESS	Ace Cash Express, Inc.
76/490562	AFTER ALL... IT'S YOUR MONEY!	Ace Cash Express, Inc.
76/524047	AMERICA'S CASH ADVANCE	Ace Cash Express, Inc.
76/601681	AMERICA'S CASH EXPRESS	Ace Cash Express, Inc.
76/601682	AMERICA'S CASH EXPRESS and design	Ace Cash Express, Inc.
76/491255	IT'S YOUR MONEY. WHY WAIT?	Ace Cash Express, Inc.
76/491366	CHECK EXPRESS	Check Express, Inc.
76/490563	CHECK EXPRESS	Check Express, Inc.
76/576009	MISCELLANEOUS DESIGN	Ace Cash Express, Inc.
1,370,520	CHECK EXPRESS	Check Express, Inc.
1,374,191	X-CHANGE-CHECK-X-CHANGE and design	Check X Change Corporation
1,476,206	CHECK EXPRESS and design	Check Express, Inc.
1,489,647	EXPRESS and check design	Check Express, Inc.
1,793,853	CHECK-X-CHANGE	Check X Change Corporation
1,806,389	A A C E and design	Ace Cash Express, Inc.
1,831,538	CASH IN ON OUR CONVENIENCE	Ace Cash Express, Inc.
1,846,958	CASH IN ON OUR CONVENIENCE	Ace Cash Express, Inc.
2,108,173	CASH IN ON OUR CONVENIENCE	Ace Cash Express, Inc.
2,155,964	ACE	Ace Cash Express, Inc.
2,183,193	EXPRESS and check design	Check Express, Inc.
2,318,222	CASH IS OUR MIDDLE NAME	Ace Cash Express, Inc.

FIRST AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is entered into as of July 30, 2004, among each of the signatories party hereto (each a "Grantor", collectively, the "Grantors"), and Travelers Express Company, Inc., a Minnesota corporation, on behalf of itself and MoneyGram Payment Systems, Inc. (collectively, "Travelers").

BACKGROUND

A. Ace Cash Express, Inc., a Texas corporation ("Ace") and Travelers have entered into that certain Money Order Agreement dated April 16, 1998, pursuant to which Travelers agreed to serve as Ace's money order supplier (as amended, supplemented, restated or otherwise modified from time to time, the "Money Order Agreement"), and Ace and Travelers have entered into that certain Money Transfer Agreement dated as of June 30, 2000, pursuant to which Travelers agreed to serve as Ace's money transfer service supplier (as amended, supplemented, restated or otherwise modified from time to time, the "Money Transfer Agreement", together with the Money Order Agreement, the "Travelers Agreements").

B. In connection with the Travelers Agreements, Ace, Travelers, Wells Fargo Bank, National Association ("Wells") and other financial institutions party thereto, executed that certain Intercreditor Agreement dated as of March 31, 2003 (as amended, supplemented, restated or otherwise modified to the date of this Amendment, the "Existing Intercreditor Agreement").

C. In connection with the Travelers Agreements, Ace, the other Grantors party hereto and Travelers executed that certain Trademark Collateral Assignment and Security Agreement dated as of March 31, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "Trademark Security Agreement").

D. Ace requested an amendment and restatement of the Existing Intercreditor Agreement. The parties to the Existing Intercreditor Agreement have agreed to do so, subject to the terms and conditions of the First Amended and Restated Intercreditor Agreement dated as of July 30, 2004 (as may be amended, restated, supplemented, or modified from time to time, the "Intercreditor Agreement") by and among Ace, Travelers, Wells and other parties thereto.

E. It is a condition to the effectiveness of the Intercreditor Agreement that the Grantors execute this Amendment on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the parties hereto covenant and agree as follows:

1. AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT. The Trademark Security Agreement is hereby amended as follows:

Express Mail No.
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(a) Amendment to Schedule 1 to the Trademark Security Agreement. Effective as of the date hereof, all references in the Trademark Security Agreement to "Schedule 1" shall be deemed to refer to the "Schedule 1" attached hereto as Schedule 1.

2. REPRESENTATIONS AND WARRANTIES; NO DEFAULT; RATIFICATIONS. By its execution and delivery hereof, each Grantor represents and warrants to Travelers that, as of the date hereof:

(a) After giving effect to this Amendment, the representations and warranties contained in the Trademark Security Agreement and the other Security Documents as defined in the Intercreditor Agreement are true and correct in all material respects on and as of the date hereof as made on and as of such date, except for any representations and warranties made as of a specific date, which shall be true and correct or shall have been true, as applicable, in all material respects as of such specific date; and

(b) After giving effect to this Amendment, no event has occurred and is continuing which constitutes a default (as defined in the Security Documents), and no event or condition shall have occurred that with the giving of notice or lapse of time or both would be a default (as defined in the Security Documents) after giving effect to this Amendment.

3. EFFECT OF AMENDMENT. Except as expressly modified and superceded by this Amendment, the terms and provisions of the Trademark Security Agreement and the other Security Documents are ratified and confirmed and shall continue in full force and effect. The Trademark Security Agreement as amended hereby and the other Security Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

4. CONDITIONS OF EFFECTIVENESS. This Amendment shall not be effective until each of the following conditions precedent shall have been satisfied:

(a) Travelers shall have received all of the following, each dated (unless otherwise indicated) the date of this Amendment, in form and substance reasonably satisfactory to Travelers:

(i) This Amendment executed by the Grantors and Travelers; and

(ii) Such other documents as Travelers may reasonably request.

5. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations and warranties made in this Amendment or any other Security Document, including any Security Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment and the other Security Documents, and no investigation by the Lenders or Travelers or any closing shall affect the representations and warranties or the right of the Lenders or Travelers to rely upon them.

6. REFERENCE TO TRADEMARK SECURITY AGREEMENT. Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this

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Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as affected and amended by this Amendment.

7. COUNTERPARTS; EXECUTION VIA FACSIMILE. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be validly executed and delivered by facsimile or other electronic transmission.

8. GOVERNING LAW; BINDING EFFECT. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be binding upon each Grantor, Travelers, and their respective successors and assigns.

9. SEVERABILITY. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or enforceable.

10. SUCCESSORS AND ASSIGNS. This Amendment is binding upon and shall inure to the benefit of Travelers and the Grantors and their respective successors and assigns, except no Grantor may assign or transfer any of its rights or obligations hereunder without prior written consent of Travelers.

11. HEADINGS. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

12. SECURITY DOCUMENT. This Amendment is a Security Document and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the other Security Documents and the Travelers Agreements.

13. **NO ORAL AGREEMENTS. THIS WRITTEN AGREEMENT AND THE OTHER SECURITY DOCUMENTS AND THE TRAVELERS AGREEMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

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REEL: 003026 FRAME: 0899

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers all as of the date first above written.

GRANTORS:

ACE CASH EXPRESS, INC.

By: _____

Name: William S. McCalmont
Title: Executive Vice President & Chief Financial Officer

CHECK EXPRESS, INC.

By: _____

Name: William S. McCalmont
Title: Executive Vice President & Chief Financial Officer

CHECK-X-CHANGE CORPORATION

By: _____

Name: William S. McCalmont
Title: Executive Vice President & Chief Financial Officer

TRADEMARK
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TRAVELERS EXPRESS COMPANY, INC.

By: _____
Name: Theodore F. Ceglia
Title: VP + Treasurer

Schedule 1 to Trademark Security Agreement

Owner	Trademark Name	Jurisdiction	Application Status	Registration Number/ Application No.
Ace Cash Express, Inc.	A logo	United States of America	Pending	76/577170
Ace Cash Express, Inc.	A C E AMERICA'S CASH EXPRESS	Mexico	Registered	667241
Ace Cash Express, Inc.	A A C E AMERICA'S CASH EXPRESS and design	United States of America	Registered	1,831,546
Ace Cash Express, Inc.	A A-C-E AMERICA'S CASH EXPRESS and design	Canada	Registered	TMA445484
Ace Cash Express, Inc.	ACE	United States of America	Registered	2,155,964
Ace Cash Express, Inc.	A A C E and design	United States of America	Registered	1,806,389
Ace Cash Express, Inc.	ACE AMERICA'S CASH EXPRESS and design	Texas	Registered	052565
Ace Cash Express, Inc.	ACE AMERICA'S CASH EXPRESS and design	Texas	Registered	052564
Ace Cash Express, Inc.	ACE AMERICA'S CASH EXPRESS and design	Texas	Registered	800191502
Ace Cash Express, Inc.	ACE CANADA'S CASH EXPRESS and design	Canada	Pending	Serial No. 1132776
Ace Cash Express, Inc.	ACE CASH ADVANCE	United States of America	Pending	Serial No. 76/551032
Ace Cash Express, Inc.	ACE CASH EXPRESS	United States of America	Pending	Serial No. 76/558903
Ace Cash Express, Inc.	AFTER ALL... IT'S YOUR MONEY!	United States of America	Pending	Serial No. 76/490562
Ace Cash Express, Inc.	AMERICA'S CASH ADVANCE	United States of America	Pending	Serial No. 76/524047
Ace Cash Express, Inc.	AMERICA'S CASH EXPRESS	United States of America	Pending	Serial No. 76/601681
Ace Cash Express, Inc.	AMERICA'S CASH EXPRESS and design	United States of America	Pending	Serial No. 76/601682

Owner	Trademark Name	Jurisdiction	Application Status	Registration Number/ Application No.
Ace Cash Express, Inc.	CASH IN ON OUR CONVENIENCE	United States of America	Registered	1,846,958
Ace Cash Express, Inc.	CASH IN ON OUR CONVENIENCE	United States of America	Registered	1,831,538
Ace Cash Express, Inc.	CASH IN ON OUR CONVENIENCE	United States of America	Registered	2,108,173
Ace Cash Express, Inc.	CASH IS OUR MIDDLE NAME	United States of America	Registered	2,318,222
Ace Cash Express, Inc.	IT'S YOUR MONEY. WHY WAIT?	United States of America	Pending	Serial No. 76/491255
Ace Cash Express, Inc.	MISCELLANEOUS DESIGN	United States of America	Pending	76/576009
Check Express, Inc.	CHECK EXPRESS	United States of America	Registered	1,370,520
Check Express, Inc.	CHECK EXPRESS	Canada	Registered	TMA496291
Check Express, Inc.	CHECK EXPRESS	Mexico	Pending	607629
Check Express, Inc.	CHECK EXPRESS	Mexico	Registered	802071
Check Express, Inc.	CHECK EXPRESS	United States of America	Pending	Serial No. 76/491366
Check Express, Inc.	CHECK EXPRESS	United States of America	Pending	Serial No. 76/490563
Check Express, Inc.	CHECK EXPRESS and design	United States of America	Registered	1,476,206
Check Express, Inc.	CHECK EXPRESS MONEY CENTERS and design	Canada	Registered	TMA503892
Check Express, Inc.	CHECK EXPRESS MONEY CENTERS and design	Mexico	Registered	503683
Check Express, Inc.	CHECK EXPRESS MONEY CENTERS and design	Mexico	Registered	514567
Check Express, Inc.	EXPRESS and check design	United States of America	Registered	1,489,647
Check Express, Inc.	EXPRESS and check design	United States of America	Registered	2,183,193
Check Express, Inc.	EXPRESS and check design	Canada	Registered	TMA532292

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

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