

11-10-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼



102878556

IT

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

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

1. Name of conveying party(ies):

PAYDAY ONE, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 25, 2004

2. Name and address of receiving party(ies)

Name: ORIX CREDIT CORP.

Internal

Address: _____

Street Address: 1717 Main Street, Suite 900City: Dallas State: TX Zip: 75201

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,674,459Additional number(s) attached ☒ Yes ☐ No

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

Name: Darren Collins

Internal Address: _____

Street Address: 2001 Ross Ave., Suite 3000City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Darren Collins

Name of Person Signing

Signature

October 31, 2004

Date

11/09/2004 BYRNE 00000039 2674459

Total number of pages including cover sheet, attachments, and document: 1401 FC:8521
02 FC:852240.00
75.00documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 003076 FRAME: 0384

CONTINUATION OF ITEM 1

Name of Conveying Parties

PAYDAY ONE XL, LLC, a Texas limited liability company
PAYDAY ONE EXPRESS, LLC, a Delaware limited liability company
PAYDAY SERVICE, LLC, a Delaware limited liability company
PAYDAY OK, LLC, a Delaware limited liability company
PAYDAY OK, LLC, a New Mexico limited liability company
PAYDAY ONE OF ALABAMA, LLC, a Delaware limited liability company
PAYDAY ONE OF ARIZONA, LLC, a Delaware limited liability company
PAYDAY ONE OF CALIFORNIA, LLC, a Delaware limited liability company
PAYDAY ONE OF COLORADO, LLC, a Delaware limited liability company
PAYDAY ONE OF DISTRICT OF COLUMBIA, LLC, a Delaware limited liability company
PAYDAY ONE OF FLORIDA, LLC, a Delaware limited liability company
PAYDAY ONE OF HAWAII, LLC, a Delaware limited liability company
PAYDAY ONE OF IDAHO, LLC, a Delaware limited liability company
PAYDAY ONE OF ILLINOIS, LLC, a Delaware limited liability company
PAYDAY ONE OF INDIANA, LLC, a Delaware limited liability company
PAYDAY ONE OF IOWA, LLC, a Delaware limited liability company
PAYDAY ONE OF KANSAS, LLC, a Delaware limited liability company
PAYDAY ONE OF KENTUCKY, LLC, a Delaware limited liability company
PAYDAY ONE OF LOUISIANA, LLC, a Delaware limited liability company
PAYDAY ONE OF MINNESOTA, LLC, a Delaware limited liability company
PAYDAY ONE OF MISSISSIPPI, LLC, a Delaware limited liability company
PAYDAY ONE OF MISSOURI, LLC, a Delaware limited liability company
PAYDAY ONE OF MONTANA, LLC, a Delaware limited liability company
PAYDAY ONE OF NEBRASKA, LLC, a Delaware limited liability company
PAYDAY ONE OF NEVADA, LLC, a Delaware limited liability company
PAYDAY ONE OF NEW HAMPSHIRE, LLC, a Delaware limited liability company
PAYDAY ONE OF NEW MEXICO, LLC, a Delaware limited liability company
PAYDAY ONE OF NORTH DAKOTA, LLC, a Delaware limited liability company
PAYDAY ONE OF OHIO, LLC, a Delaware limited liability company
PAYDAY ONE OF OKLAHOMA, LLC, a Delaware limited liability company
PAYDAY ONE OF OREGON, LLC, a Delaware limited liability company
PAYDAY ONE OF RHODE ISLAND, LLC, a Delaware limited liability company
PAYDAY ONE OF SOUTH CAROLINA, LLC, a Delaware limited liability company
PAYDAY ONE OF SOUTH DAKOTA, LLC, a Delaware limited liability company
PAYDAY ONE OF TENNESSEE, LLC, a Delaware limited liability company
PAYDAY ONE OF UTAH, LLC, a Delaware limited liability company
PAYDAY ONE OF VIRGINIA, LLC, a Delaware limited liability company
PAYDAY ONE OF WASHINGTON, LLC, a Delaware limited liability company
PAYDAY ONE OF WYOMING, LLC

CONTINUATION OF ITEM 4

Applications

Registrations

2,821,354

2,817,526

2,820,005

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2004, is made by PAYDAY ONE, LLC, a Delaware limited liability company, PAYDAY ONE XL, LLC, a Texas limited liability company, PAYDAY ONE EXPRESS, LLC, a Delaware limited liability company, PAYDAY SERVICE, LLC, a Delaware limited liability company, PAYDAY OK, LLC, a Delaware limited liability company, PAYDAY OK, LLC, a New Mexico limited liability company, PAYDAY ONE OF ALABAMA, LLC, a Delaware limited liability company, PAYDAY ONE OF ARIZONA, LLC, a Delaware limited liability company, PAYDAY ONE OF CALIFORNIA, LLC, a Delaware limited liability company, PAYDAY ONE OF COLORADO, LLC, a Delaware limited liability company, PAYDAY ONE OF DISTRICT OF COLUMBIA, LLC, a Delaware limited liability company, PAYDAY ONE OF FLORIDA, LLC, a Delaware limited liability company, PAYDAY ONE OF HAWAII, LLC, a Delaware limited liability company, PAYDAY ONE OF IDAHO, LLC, a Delaware limited liability company, PAYDAY ONE OF ILLINOIS, LLC, a Delaware limited liability company, PAYDAY ONE OF INDIANA, LLC, a Delaware limited liability company, PAYDAY ONE OF IOWA, LLC, a Delaware limited liability company, PAYDAY ONE OF KANSAS, LLC, a Delaware limited liability company, PAYDAY ONE OF KENTUCKY, LLC, a Delaware limited liability company, PAYDAY ONE OF LOUISIANA, LLC, a Delaware limited liability company, PAYDAY ONE OF MINNESOTA, LLC, a Delaware limited liability company, PAYDAY ONE OF MISSISSIPPI, LLC, a Delaware limited liability company, PAYDAY ONE OF MISSOURI, LLC, a Delaware limited liability company, PAYDAY ONE OF MONTANA, LLC, a Delaware limited liability company, PAYDAY ONE OF NEBRASKA, LLC, a Delaware limited liability company, PAYDAY ONE OF NEVADA, LLC, a Delaware limited liability company, PAYDAY ONE OF NEW HAMPSHIRE, LLC, a Delaware limited liability company, PAYDAY ONE OF NEW MEXICO, LLC, a Delaware limited liability company, PAYDAY ONE OF NORTH DAKOTA, LLC, a Delaware limited liability company, PAYDAY ONE OF OHIO, LLC, a Delaware limited liability company, PAYDAY ONE OF OKLAHOMA, LLC, a Delaware limited liability company, PAYDAY ONE OF OREGON, LLC, a Delaware limited liability company, PAYDAY ONE OF RHODE ISLAND, LLC, a Delaware limited liability company, PAYDAY ONE OF SOUTH CAROLINA, LLC, a Delaware limited liability company, PAYDAY ONE OF SOUTH DAKOTA, LLC, a Delaware limited liability company, PAYDAY ONE OF TENNESSEE, LLC, a Delaware limited liability company, PAYDAY ONE OF UTAH, LLC, a Delaware limited liability company, PAYDAY ONE OF VIRGINIA, LLC, a Delaware limited liability company, PAYDAY ONE OF WASHINGTON, LLC, a Delaware limited liability company, and PAYDAY ONE OF WYOMING, LLC, a Delaware limited liability company (individually and collectively, jointly and severally, "Grantor" or Grantors"), in favor of ORIX CREDIT CORP., a Delaware corporation, for itself, as a lender, and as agent for the Lenders (as defined below) (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 25, 2004, by and among Grantors, PayDay One Holdings, LLC, Agent and the several financial institutions from time to time party thereto (collectively, the "Lenders") (including all annexes, exhibits and

TRADEMARK SECURITY AGREEMENT
022716.0100:297803.03

TRADEMARK
REEL: 003076 FRAME: 0386

schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans to Grantors;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantors shall have executed and delivered to Agent, for the benefit of Agent and the other Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and the other Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The following terms have the meanings set forth below:

(a) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantors: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(b) "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantors granting any right to use any Trademark.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

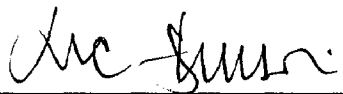
(d) all products and proceeds of the foregoing, including, without limitation, any claim by any such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Agent and the other Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PAYDAY ONE, LLC,
a Delaware limited liability company,
PAYDAY ONE XL, LLC,
a Texas limited liability company,
PAYDAY ONE EXPRESS, LLC,
a Delaware limited liability company,
PAYDAY SERVICE, LLC,
a Delaware limited liability company,
PAYDAY OK, LLC,
a Delaware limited liability company,
PAYDAY OK, LLC,
a New Mexico limited liability company,
PAYDAY ONE OF ALABAMA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF ARIZONA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF CALIFORNIA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF COLORADO, LLC,
a Delaware limited liability company,
PAYDAY ONE OF DISTRICT OF COLUMBIA,
LLC, a Delaware limited liability company,
PAYDAY ONE OF FLORIDA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF HAWAII, LLC,
a Delaware limited liability company,
PAYDAY ONE OF IDAHO, LLC,
a Delaware limited liability company,
PAYDAY ONE OF ILLINOIS, LLC,
a Delaware limited liability company,
PAYDAY ONE OF INDIANA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF IOWA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF KANSAS, LLC,
a Delaware limited liability company,

By: 
Name: Michael Stinson
Title: President of each of the above-named entities

PAYDAY ONE OF KENTUCKY, LLC,
a Delaware limited liability company,
PAYDAY ONE OF LOUISIANA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF MINNESOTA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF MISSISSIPPI, LLC,
a Delaware limited liability company,
PAYDAY ONE OF MISSOURI, LLC,
a Delaware limited liability company,
PAYDAY ONE OF MONTANA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF NEBRASKA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF NEVADA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF NEW HAMPSHIRE, LLC,
a Delaware limited liability company,
PAYDAY ONE OF NEW MEXICO, LLC,
a Delaware limited liability company,
PAYDAY ONE OF NORTH DAKOTA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF OHIO, LLC,
a Delaware limited liability company,
PAYDAY ONE OF OKLAHOMA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF OREGON, LLC,
a Delaware limited liability company,
PAYDAY ONE OF RHODE ISLAND, LLC,
a Delaware limited liability company,
PAYDAY ONE OF SOUTH CAROLINA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF SOUTH DAKOTA, LLC,
a Delaware limited liability company,
PAYDAY ONE OF TENNESSEE, LLC,
a Delaware limited liability company,
PAYDAY ONE OF UTAH, LLC,
a Delaware limited liability company,
PAYDAY ONE OF VIRGINIA, LLC,
a Delaware limited liability company,


By: _____



Name: Michael Stinson

Title: President of each of the above-named entities

PAYDAY ONE OF WASHINGTON, LLC,
a Delaware limited liability company
PAYDAY ONE OF WYOMING, LLC,
a Delaware limited liability company

By: 

Name: Michael Stinson

Title: President of each of the above-named entities

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
)
COUNTY OF Dallas) ss.

On this 25th day of October, 2004 before me personally appeared Michael Stinson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PayDay One, LLC, a Delaware limited liability company, PayDay One XL, LLC, a Texas limited liability company, PayDay One Express, LLC, a Delaware limited liability company, PayDay Service, LLC, a Delaware limited liability company, PayDay OK, LLC, a Delaware limited liability company, PayDay OK, LLC, a New Mexico limited liability company, PayDay One of Alabama, LLC, a Delaware limited liability company, PayDay One of Arizona, LLC, a Delaware limited liability company, PayDay One of California, LLC, a Delaware limited liability company, PayDay One of Colorado, LLC, a Delaware limited liability company, PayDay One of District of Columbia, LLC, a Delaware limited liability company, PayDay One of Florida, LLC, a Delaware limited liability company, PayDay One of Hawaii, LLC, a Delaware limited liability company, PayDay One of Idaho, LLC, a Delaware limited liability company, PayDay One of Illinois, LLC, a Delaware limited liability company, PayDay One of Indiana, LLC, a Delaware limited liability company, PayDay One of Iowa, LLC, a Delaware limited liability company, PayDay One of Kansas, LLC, a Delaware limited liability company, PayDay One of Kentucky, LLC, a Delaware limited liability company, PayDay One of Louisiana, LLC, a Delaware limited liability company, PayDay One of Minnesota, LLC, a Delaware limited liability company, PayDay One of Mississippi, LLC, a Delaware limited liability company, PayDay One of Missouri, LLC, a Delaware limited liability company, PayDay One of Montana, LLC, a Delaware limited liability company, PayDay One of Nebraska, LLC, a Delaware limited liability company, PayDay One of Nevada, LLC, a Delaware limited liability company, PayDay One of New Hampshire, LLC, a Delaware limited liability company, PayDay One of New Mexico, LLC, a Delaware limited liability company, PayDay One of North Dakota, LLC, a Delaware limited liability company, PayDay One of Ohio, LLC, a Delaware limited liability company, PayDay One of Oklahoma, LLC, a Delaware limited liability company, PayDay One of Oregon, LLC, a Delaware limited liability company, PayDay One of Rhode Island, LLC, a Delaware limited liability company, PayDay One of South Carolina, LLC, a Delaware limited liability company, PayDay One of South Dakota, LLC, a Delaware limited liability company, PayDay One of Tennessee, LLC, a Delaware limited liability company, PayDay One of Utah, LLC, a Delaware limited liability company, PayDay One of Virginia, LLC, a Delaware limited liability company, PayDay One of Washington, LLC, a Delaware limited liability company, and PayDay One of Wyoming, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its members and that he acknowledged said instrument to be the free act and deed of said company.




Lisa Carter Toombs

{seal} Notary Public

[to be completed by each Grantor]

ACCEPTED AND ACKNOWLEDGED BY:

ORIX CREDIT CORP., as Agent

By: _____

Name: **Christopher L. Smith**

Title: **Authorized Representative**

TRADEMARK SECURITY AGREEMENT
022716.0100:297803

TRADEMARK
REEL: 003076 FRAME: 0394

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S. Federal Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
PayDay One, LLC	76-332,470	2,674,459	
PayDay One, LLC	78-238,438	2,821,354	
PayDay OK, LLC	78-238,658	2,817,526	
PayDay OK, LLC	78-238,466	2,820,005	

State Trademark Registrations

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		

[to be completed by each Grantor]

Exhibit of Registration and Applications

Applications

Registrations

2,674,459

2,821,354

2,817,526

2,820,005