

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

**Buckeye Check Cashing, Inc.**

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship Ohio  
Execution Date(s) May 1, 2006

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

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No  
Name: Bear Stearns Corporate Lending, Inc.

Internal Address: \_\_\_\_\_  
Street Address: 383 Madison Avenue

City: New York  
State: NY  
Country: \_\_\_\_\_ Zip: 10179

- Association – Citizenship \_\_\_\_\_
- General Partnership – Citizenship \_\_\_\_\_
- Limited Partnership – Citizenship \_\_\_\_\_
- Corporation – Citizenship Delaware
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Other First Lien Trademark Security Agreement

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

A. Trademark Application No(s).  
**78620810**  
**78750174**

B. Trademark Registration No(s).  
**2726900**  
**2697278**  
**1838119**

Additional numbers attached?  Yes  No

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

M. Oren Epstein, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-2517  
Fax: (917) 777-2517  
OEpstein@skadden.com

**6. Total number of applications and registrations involved: 5**

**7. Total fee (37 CFR 1.21(h) and 3.41) \$130**

All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 074000/684)

**8. Payment Information**

Deposit Account No. **19-2385**  
Authorized user Name: **Philip H. Bartels**

**9. Signature.**

  
Signature  
Oren Epstein

May 11, 2006  
Date

Name of Person Signing

Total number of pages including cover sheet, and documents:

4

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**CONTINUATION OF Item 1. Names of Conveying Parties**

**Buckeye Check Cashing II, Inc.**  
Ohio Corporation

**Buckeye Check Cashing of Arizona, Inc.**  
Ohio Corporation

**Buckeye Check Cashing of Kentucky, Inc.**  
Ohio Corporation

**Buckeye Check Cashing of Utah, Inc.**  
Ohio Corporation

**Hoosier Check Cashing of Ohio, Ltd.**  
Ohio Corporation

FIRST LIEN TRADEMARK SECURITY AGREEMENT

May 1, 2006

This FIRST LIEN TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 1, 2006 is entered into by and between Buckeye Check Cashing, Inc., Buckeye Check Cashing II, Inc., Buckeye Check Cashing of Arizona, Inc., Buckeye Check Cashing of Kentucky, Inc., Buckeye Check Cashing of Utah, Inc., Hoosier Check Cashing of Ohio, Ltd (collectively, the "Grantors") and Bear Stearns Corporate Lending, Inc., as First Lien Collateral Agent (in such capacity, the "Assignee") pursuant to that certain First Lien Guarantee and Collateral Agreement dated as of May 1, 2006, between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of May 1, 2006 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement") among CheckSmart Financial Company, a Delaware corporation, as the Borrower, CheckSmart Financial Holdings Corp., a Delaware corporation, the Lenders from time to time party thereto, RBS Securities Corporation, as syndication agent, the documentation agent named therein, Bear Stearns, & Co. Inc., as sole book runner, RBS Securities Corporation and Bear Stearns, & Co. Inc., as joint lead arrangers, and Bear Stearns Corporate Lending, Inc. as Administrative Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the First Lien Secured Parties, a security interest in all Trademarks now owned or at any time hereafter acquired by such Grantor in which such Grantor has any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the First Lien Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or

**TRADEMARK**

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more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor.

3. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the First Lien Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee and (other than as provided in Section 8.4 of the Credit Agreement), unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

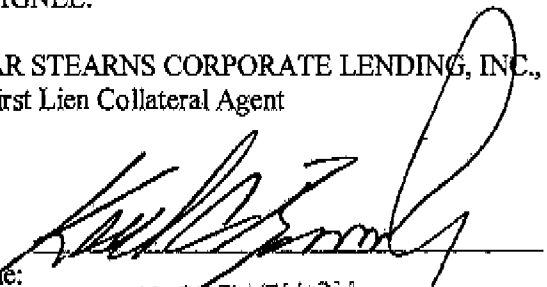




ASSIGNEE:

BEAR STEARNS CORPORATE LENDING, INC.,  
as First Lien Collateral Agent

By:  
Name:  
Title:

  
\_\_\_\_\_  
KEVIN Z. EGAN  
VICE PRESIDENT





## Schedule A to FIRST LIEN TRADEMARK SECURITY AGREEMENT

**U.S. Federal Trademark Registrations and Applications**

| Trademark                              | Reg. No.                  | Reg. Date                  | Record Owner                                   | Status     |
|--|---------------------------|----------------------------|--|------------|
| EXPRES\$ PAYROLL<br>ADVANCE and Design | (78-620,810)              | (05/02/2005)               | Buckeye Check Cashing II,<br>Inc.              | Pending    |
| DESIGN ONLY                            | 2,726,900<br>(76-432,940) | 06/17/2003<br>(07/22/2002) | Buckeye Check Cashing,<br>Inc., dba Checksmart | Registered |
| HOME OF THE PAYROLL<br>ADVANCE         | 2,697,278<br>(76-312,502) | 03/18/2003<br>(09/14/2001) | Buckeye Check Cashing, Inc.                    | Registered |
| GOT A CASE OF THE<br>SHORTS?           | 1,838,119<br>(74-427,488) | 05/31/1994<br>(08/20/1993) | Buckeye Check Cashing Inc.                     | Registered |
| LIFE HAPPENS.<br>CHECK\$SMART HELPS!   | (78-750,174)              | (11/09/2005)               | Buckeye Check Cashing II,<br>Inc.              | Pending    |

**U.S. State Trademark Registrations**

| Trademark   | State   | Reg. No.  | Reg. Date  | Record Owner                   | Status     |
|---|---------|-----------|------------|--------------------------------|------------|
| CHECKSMART and Design                                   | Florida | T,200,045 | 01/07/2000 | Buckeye Check<br>Cashing, Inc. | Registered |
| CHECKSMART HOME OF THE<br>PAYROLL ADVANCE and<br>Design | Florida | T,200,046 | 01/07/2000 | Buckeye Check<br>Cashing, Inc. | Registered |
| CASE OF THE SHORTS and<br>Design                        | Ohio    | SM67,982  | 01/05/1993 | Buckeye Check<br>Cashing, Inc. | Registered |
| CASE OF THE SHORTS                                      | Ohio    | SM67,983  | 01/05/1993 | Buckeye Check<br>Cashing, Inc. | Registered |
| CHECKSMART  | Ohio    | 1,006,773 | 05/27/1998 | Buckeye Check<br>Cashing Inc.  | Registered |
| CHECKSMART and Design                                   | Ohio    | 1,023,687 | 06/10/1998 | Buckeye Check<br>Cashing Inc.  | Registered |
| GOT A CASE OF THE<br>SHORTS? and Design                 | Ohio    | 1,344,474 | 10/04/2002 | Buckeye Check<br>Cashing Inc.  | Registered |