

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):****Dollar Financial Group, Inc.**

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation **New York**  
☐ Other

Citizenship \_\_\_\_\_

Execution Date(s) **October 30, 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 ☒ NoName: **Wells Fargo Bank, National Association**Internal Address: **9<sup>th</sup> Floor**Street Address: **333 South Grand Avenue**City: **Los Angeles**State: **California**Country: **USA** Zip: **90071**☐ Association – Citizenship \_\_\_\_\_☐ General Partnership – Citizenship \_\_\_\_\_☐ Limited Partnership – Citizenship \_\_\_\_\_☐ Corporation – Citizenship \_\_\_\_\_☒ Other **USA**

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

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

A. Trademark Application No(s).

**78860807****78857423****76666859**

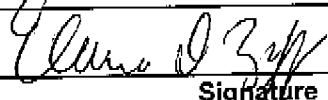
B. Trademark Registration No(s).

**1987764      2244158****2606704      2700559****3135519      2413903****2192247      2075797****2482709**Additional numbers attached? ☒ Yes ☐ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Elaine Ziff, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER  
 & FLOM LLP  
 Four Times Square  
 New York, New York 10036  
 Tel: (212) 735-2656  
 Fax: (917) 777-2656  
 eziff@skadden.com

**6. Total number of applications and registrations involved:****12****7. Total fee (37 CFR 1.21(h) and 3.41) **\$315****

☒ All fees and any deficiencies are authorized to be charged to Deposit Account  
 (Our Ref. 217730/2012)

**8. Payment Information**Deposit Account No. **19-2385**Authorized user Name: **Evans Richardson****9. Signature.**


Signature

Elaine Ziff, Esq.

Name of Person Signing

**November 1, 2006**

Date

Total number of pages including cover sheet, and documents:

**# 9**

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## Continuation of Item 1

Additional conveying party(ies)/Execution Date(s)

**Any Kind Check Cashing Centers, Inc.**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation Arizona  
☐ Other

Citizenship \_\_\_\_\_

Execution Date(s) October 30, 2006**Monetary Management Corporation of Pennsylvania, Inc.**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation Delaware  
☐ Other

Citizenship \_\_\_\_\_

Execution Date(s) October 30, 2006Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No**Moneymart, Inc.**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation Delaware  
☐ Other

Citizenship \_\_\_\_\_

Execution Date(s) October 30, 2006**Money Mart Express, Inc.**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation Utah  
☐ Other

Citizenship \_\_\_\_\_

Execution Date(s) October 30, 2006

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Continuation of Item 1

Additional conveying party(ies)/Execution Date(s)

**We the People USA, Inc.**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation Delaware  
☐ Other

Citizenship \_\_\_\_\_

Execution Date(s) October 30, 2006

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 30, 2006, made by DOLLAR FINANCIAL GROUP, INC., a New York corporation, and WE THE PEOPLE, USA, INC., a Delaware corporation (each, a "Grantor" and collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in connection with the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among Dollar Financial Corp., a Delaware corporation, Dollar Financial Group, Inc., a New York corporation, National Money Mart Company, an unlimited company organized under the laws of the Province of Nova Scotia, Canada, Dollar Financial UK Limited, a limited liability company incorporated under the laws of England and Wales with registered number 03701758, the banks and other financial institutions or entities from time to time party thereto as lenders (the "Lenders"), the Administrative Agent, and Wells Fargo Bank, National Association, as security trustee.

### WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 30, 2006, made by the Grantors and the other grantors party thereto in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement"), the Grantors granted to the Administrative Agent, for the ratable benefit of the respective Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantors' Obligations.

WHEREAS, pursuant to the Collateral Agreement, the Grantors are required to execute and deliver this Agreement.

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

#### *Section 1. Defined Terms*

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

#### *Section 2. Grant of Security Interest in Trademarks*

Each Grantor hereby (a) grants to the Administrative Agent, for the ratable benefit of the Canadian Borrower Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations to the Canadian Borrower Secured Parties, (b) grants to the Administrative Agent, for the ratable benefit of the UK Borrower Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at

the stated maturity, by acceleration or otherwise) of such Grantor's Obligations to the UK Borrower Secured Parties, and (c) grants to the Administrative Agent, for the ratable benefit of the US Borrower Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations to the US Borrower Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral")

(i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof;

(ii) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule A hereto; and

(iii) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except (A) to the extent that the terms in such contract, license, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent are not permitted under the terms of the Credit Agreement or (B) to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document (including any shareholder agreement or similar agreement) providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity (provided that notwithstanding the foregoing, such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Trademark Collateral that does not result in such consequences); and, provided, further that no United States intent-to-use trademark or service mark application shall be included in the term "Trademark Collateral" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, each Grantor acknowledges that such interest in such trademark or service mark

application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral.

**Section 3.      *Rights and Remedies of Administrative Agent***

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are in addition to those rights and remedies set forth in the Collateral Agreement and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

**Section 4.      *Modifications***

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

**Section 5.      *Applicable Law***

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

**Section 6.      *Recordation***

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**Section 7.      *Counterparts***

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[signature pages follow]*

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

DOLLAR FINANCIAL GROUP, INC., a New York corporation, as Grantor

By: 

Name:

Title:

ANY KIND CHECK CASHING CENTERS, INC., an Arizona corporation, as Grantor

By: 

Name:

Title:

MONETARY MANAGEMENT CORPORATION OF PENNSYLVANIA, INC., a Delaware corporation, as Grantor

By: 

Name:

Title:

MONEYMART, INC., a Delaware corporation, as Grantor

By: 

Name:

Title:

MONEY MART EXPRESS, INC., a Utah corporation, as Grantor

By: 

Name:

Title:

WE THE PEOPLE USA, INC., a Delaware corporation, as Grantor

By: 

Name:

Title:

[Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Grantee

By: 

Name:

Alex Y. Kim

Title:

Vice President

[Trademark Security Agreement]



Schedule A  
to  
Trademark Security Agreement

Trademark	Owner/Holder	Status	Serial Number	Expiry Date
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Renewed - 2/1/06	74/686226 1987764	6/9/95 7/16/96
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	76/116084 2606704	8/25/00 8/13/02
CUSTOMCASH	Dollar Financial Group, Inc.	Registered	78/693412 3135519	8/16/05 8/29/06
LOAN MART	Dollar Financial Group, Inc.	Registered	75/342261 2192247	8/18/97 9/29/98
MOMENTUM	Dollar Financial Group, Inc.	Registered	75/400990 2482709	12/5/97 8/28/01
MONEY MART	Dollar Financial Group, Inc.	Registered	75/231431 2244158	1/27/97 5/11/99
MONEY MART EXPRESS	Dollar Financial Group, Inc.	Registered	78/136033 2700559	6/15/02 3/25/03
MONEY SAVERX HEALTH CARD & Design	Dollar Financial Group, Inc.	Registered	75/829230 2413903	10/22/99 12/19/00
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Pending	78/860807	4/13/2006
MONEY MART	Dollar Financial Group, Inc.	Pending	78/857423	4/10/2006
WE THE PEOPLE & Design	We the People USA, Inc.	Registered	75/152699 2075797	8/19/96 7/1/97
"DO IT YOURSELF...NOT BY YOURSELF"	We the People USA, Inc.	Pending	76/666859	10/2/2006