

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allied Cash Holdings LLC		02/26/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fourth Third LLC		
<b>Street Address:</b>	375 Park Avenue		
<b>Internal Address:</b>	Suite 3304		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2388645	ALLIED CASH ADVANCE	
Registration Number:	2894805	LIFE IS EVERYDAY, PAYDAY ISN'T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-572-4691		
<b>Email:</b>	jhannon@kslaw.com		
<b>Correspondent Name:</b>	James M. Hannon		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP - 34th Floor		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	13549.009001		
<b>NAME OF SUBMITTER:</b>	James M. Hannon		

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Signature:

/James M. Hannon/

Date:

02/26/2007

**Total Attachments: 3**

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**SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT  
(TRADEMARKS)**

**WHEREAS**, Allied Cash Holdings LLC, a Delaware corporation (herein referred to as "Grantor"), having an address at 200 SE 1<sup>st</sup> Street, Suite 800 Miami, FL 33131, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the "Trademarks"); and

**WHEREAS**, the Grantor has entered into a Guarantee and Collateral Agreement (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Fourth Third LLC (the "Secured Party"); and

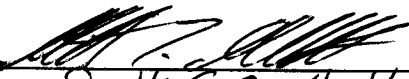
**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is 375 Park Avenue, Suite 3304, New York, New York 10152, Attention: Brian J. Cavanaugh.

ALLIED CASH HOLDINGS LLC

By:   
Name: Scott C Crockett  
Title: Managing Member

**Schedule 1-A to the SUPPLEMENT TO GUARANTEE  
AND COLLATERAL AGREEMENT  
(TRADEMARKS)**

<b>Trademark</b>	<b>Application or Registration Date</b>	<b>Application Serial No. or Registration No.</b>
<i>Allied Cash Advance</i>	9/19/2000	2388645
<i>Life is Everyday, Payday Isn't</i>	10/19/2004	2894805