

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Payday USA, LLC		10/26/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CW Financial LLC		
Street Address:	1436 North Carolina Avenue NE		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2828869	PAYDAY USA	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 799-4141		
Email:	Thomas.Zutic@dlapiper.com, David.Huff@dlapiper.com, dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	500 8th Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	363462-2		
NAME OF SUBMITTER:	/Thomas E Zutic/		
Signature:	/Thomas Zutic/		

OP \$40.00 2828869

Date:

12/13/2007

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment (this "*Assignment*") is made, executed and delivered as of October 26, 2007, by JOE S. MOORE, in his capacity as Seller Representative on behalf of Assignor (as herein defined) for the benefit of Assignees (as herein defined) pursuant to that certain Asset Purchase Agreement, dated as of June 22, 2007 (as amended and assigned, the "*Purchase Agreement*"), by and between (a) on the one hand, PAYDAY USA, LLC, a Delaware limited liability company (the "*Assignor*"), CHECK ADVANCE HOLDINGS, LLC, a Tennessee limited liability company, PAYDAY USA OF ALABAMA, LLC, a Delaware limited liability company, PAYDAY USA OF KENTUCKY, LLC, a Delaware limited liability company, PAYDAY USA OF SOUTH CAROLINA, LLC, a Delaware limited liability company, PAYDAY USA OF VIRGINIA, LLC, a Delaware limited liability company, PAYDAY MANAGEMENT COMPANY, LLC, a Tennessee limited liability company, CHECK ADVANCE OF TENNESSEE, LLC, a Tennessee limited liability company, CHECK ADVANCE OF ALABAMA, LLC, a Tennessee limited liability company, CHECK ADVANCE OF KENTUCKY, LLC, a Tennessee limited liability company, CHECK ADVANCE OF VIRGINIA, LLC, a Tennessee limited liability company, CHECKS UNLIMITED, LLC, a Tennessee limited liability company, CHECK ADVANCE MANAGEMENT COMPANY, LLC, a Tennessee limited liability company and CHECK ADVANCE OF INDIANA, LLC, a Tennessee limited liability company, and (b) on the other hand, CW FINANCIAL, LLC, a Delaware limited liability company (the "*Assignee*"), CW FINANCIAL of AL, LLC, a Delaware limited liability company, CW FINANCIAL of KY, LLC, a Delaware limited liability company, CW FINANCIAL of SC, LLC, a Delaware limited liability company, CW FINANCIAL of TN, LLC, a Delaware limited liability company, CW FINANCIAL of VA, LLC, a Delaware limited liability company and CW FINANCIAL of IN, LLC, a Delaware limited liability company. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

WHEREAS, Assignor has used and is using in its business the trademarks set forth in Schedule A attached hereto (the "*Marks*"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, the registrations thereof and the good will associated therewith pursuant to the Purchase Agreement,

NOW, THEREFORE, in consideration of the promises and covenants of the parties contained in the Bill of Sale, the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to said Assignee all right, title and interest in and to the Marks anywhere in the world, together with the goodwill of the business symbolized by such Marks, and all rights to damages and profits, due or accrued, arising out of past infringements of the Marks, and the right to sue for and recover the same.

{Signatures appear on following page.}

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the 26 day of October, 2007.

PAYDAY USA, LLC
a Delaware limited liability company

Date: 10/26/2007

By: _____
Name: _____
Title: _____

STATE OF:

COUNTY OF:

Sworn to and subscribed
before me this 26 day of October, 2007.

Notary Public

My commission expires: _____

[Signature Page to Assignment of Trademarks]

WASH-882-001

TRADEMARK
REEL: 003679 FRAME: 0004

ACKNOWLEDGED AND AGREED:

CW FINANCIAL, LLC

By: 

Name: Leonard C. Rayford, Jr.

Title: President & CEO

{Signature Page to Assignment of Trademarks}

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

<u>Mark</u>	<u>Federal Registration No.</u>	<u>Federal Registration Date</u>	<u>Federal Expiration Date</u>
Payday USA (stylized)	2828869	April 6, 2004	N/A

<u>Mark</u>	<u>State of Tennessee Registration No.</u>	<u>State of Tennessee Registration Date</u>	<u>State of Tennessee Expiration Date</u>
Payday USA (stylized)	N/A	January 27, 2005	January 27, 2008