

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. MONEY SHOPS, LLC	FORMERLY Pawn Shops of America, LLC	11/07/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK		
Street Address:	299 S Main, 9th Floor		
Internal Address:	MAC U1228-09A		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3508533		
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	dacrowe@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 N. Broadway		
Address Line 2:	36th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	C043641/0226058		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/s/ Daniel A. Crowe		

CH \$40.00 3508533

Date:

01/14/2009

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, U.S. MONEY SHOPS, LLC, formerly known as Pawn Shops of America, LLC, a Delaware Limited Liability Company ("**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of November 7, 2008, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

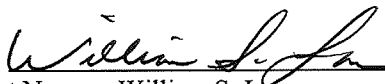
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of the 7th day November, 2008.

GRANTOR:

**U.S. MONEY SHOPS, LLC f/k/a PAWN SHOPS OF
AMERICA, LLC,**
a Delaware Limited Liability Company

By: 
Print Name: William S. Lane
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**
a national banking association,
as Administrative Agent

By: _____
Print Name: _____
Title: _____

STATE OF Tennessee)

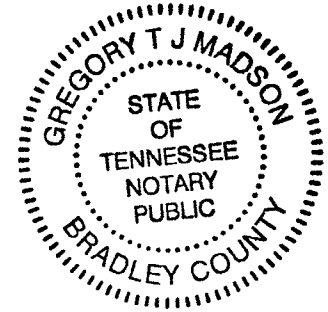
COUNTY OF Bradley)

On this 5th day of November, 2008, before me personally came William S. Lane, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of U.S. Money Shops, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Gregory T J Madson
Notary Public

My Commission Expires: 8/17/2011



STATE OF _____)

COUNTY OF _____)

On this ____ day of November, 2008, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she is a _____ of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of the 7th day November, 2008.


GRANTOR:

**U.S. MONEY SHOPS, LLC f/k/a PAWN SHOPS OF
AMERICA, LLC,**
a Delaware Limited Liability Company

By: _____
Print Name: William S. Lane
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**
a national banking association,
as Administrative Agent

By:  _____
Print Name: Kevin Dowdle
Title: Vice President

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of November, 2008, before me personally came William S. Lane, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of U.S. Money Shops, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

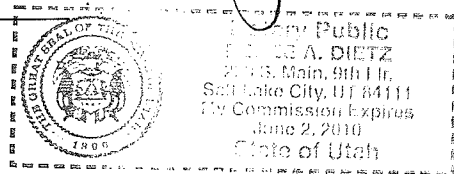
STATE OF Utah)
)
COUNTY OF SL)

On this 20th day of November, 2008, before me personally came Kevin Dowdle, to me known, who, being by me duly sworn did depose and say that he is a Vice President of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Verne Dietz
Notary Public

My Commission Expires: 06/02/2010



Schedule A - Trademarks
U.S Money Shops, LLC f/k/a Pawn Shops of America, LLC

Country	Trademark	Registration #	Issue Date	Owner
USA	U.S. Money Shops (2 Arrow Design)	3,508,533	9/30/2008	U.S. Money Shops, LLC

Schedule B - Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner

NOT APPLICABLE