

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
Value Financial Services, Inc.		01/30/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	111 Congress, Ste. 2200		
Internal Address:	Attn: Michael Brewer, VP		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3217671	CHECK JEWELRY & LOAN	
Registration Number:	2006900	VALUE PAWN AND JEWELRY	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.745.5730		
Email:	bgarrard@winstead.com		
Correspondent Name:	Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 2:	Attn: Beverly Garrard/IP Docketing		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	4839-299		
NAME OF SUBMITTER:	Robert A Voigt, Jr.		

CH 3217671 \$65.00

Signature:

/Robert A. Voigt, Jr./

Date:

02/05/2009

Total Attachments: 4

source=4839-299(2009-02-05 16-33-53)#page1.tif

source=4839-299(2009-02-05 16-33-53)#page2.tif

source=4839-299(2009-02-05 16-33-53)#page3.tif

source=4839-299(2009-02-05 16-33-53)#page4.tif

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 30, 2009, is executed by VALUE FINANCIAL SERVICES INC., a Florida corporation (the "Debtor"), which is located at 1901 Capital Parkway, Austin, TX 78746, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, together with its successors in such capacity, the "Agent"), 111 Congress, Suite 2200, Austin, Texas 78701.

RECITALS:

A. The Debtor, Wells Fargo Bank, National Association, as the Issuing Bank, the banks and the other lending institutions which are or may from time to time become a signatory thereto (collectively, the "Lenders"), and the Agent have entered into that certain Fifth Amended and Restated Credit Agreement dated as of December 31, 2008 (as the same has been and may be amended, restated, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor and the Agent have entered into that certain Fourth Amended and Restated Borrower Security Agreement dated as of December 31, 2008 (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Agent for the benefit of the Agent, the Issuing Bank and the Lenders a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is required under Section 8.10 of the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Agent for the benefit of the Agent, the Issuing Bank and the Lenders, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as all of the Obligations have been completely paid and performed in full, the Agent shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including,

but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Except as otherwise provided in the Security Agreement, Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Agent and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

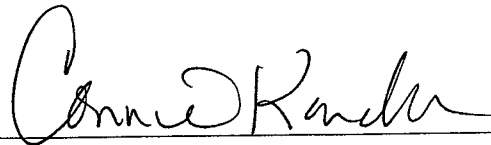
5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be effective as originals.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

DEBTOR:

VALUE FINANCIAL SERVICES INC.

By: 
Name: Connie Kondik
Title: Vice President & Secretary

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

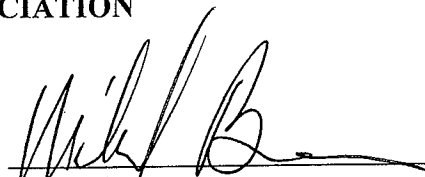
By: 
Michael Brewer
Vice President

EXHIBIT A

United States Trademark Registrations and Applications

Mark	Application Number	Application Date
Check Jewelry and Loan	3,217,671	March 13, 2007
Value Pawn and Jewelry	2,006,900	October 8, 1996