

# 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
DOLLAR FINANCIAL GROUP, INC.		03/03/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	2240 Butler Pike		
Internal Address:	1st Floor		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1987764	CASH 'TIL PAYDAY	
Registration Number:	2606704	CASH 'TIL PAYDAY	
Registration Number:	3135519	CUSTOMCASH	
Registration Number:	2192247	LOAN MART	
Registration Number:	2611963	MILES	
Registration Number:	2611964	MILES	
Registration Number:	2482709	MOMENTUM	
Registration Number:	3224770	MOMENTUM	
Registration Number:	3365388	MONEY CORNER	
Registration Number:	2244158	MONEY MART	
Registration Number:	3206120	MONEY MART	
Registration Number:	2700559	MONEY MART EXPRESS	
Registration Number:	1666938	QWICASH	

OP \$490.00 1987764

900185871

TRADEMARK  
 REEL: 004492 FRAME: 0972

Registration Number:	1667837	QWICASH
Registration Number:	2899391	THE CHECK CASHING STORE
Registration Number:	1979012	THE CHECK CASHING STORE
Registration Number:	2824988	THE CHECK CASHING STORE
Serial Number:	85232560	THE MONEY SHOP
Serial Number:	85232968	MONEY SHOP

#### CORRESPONDENCE DATA

Fax Number: (215)851-1420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-851-8100  
 Email: philipdocketing@reedsmith.com  
 Correspondent Name: Jeffrey A. Porter  
 Address Line 1: P.O. Box 7990  
 Address Line 2: Intellectual Property  
 Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER:	882922/20179
-------------------------	--------------

NAME OF SUBMITTER:	Jeffrey A. Porter
--------------------	-------------------

Signature:	/Jeffrey A. Porter/
------------	---------------------

Date:	03/08/2011
-------	------------

#### Total Attachments: 7

source=Executed Trademark Security Agreement#page1.tif  
 source=Executed Trademark Security Agreement#page2.tif  
 source=Executed Trademark Security Agreement#page3.tif  
 source=Executed Trademark Security Agreement#page4.tif  
 source=Executed Trademark Security Agreement#page5.tif  
 source=Executed Trademark Security Agreement#page6.tif  
 source=Executed Trademark Security Agreement#page7.tif

**AMENDED AND RESTATED**  
**TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated March 3, 2011, made by DOLLAR FINANCIAL GROUP, INC., a New York corporation (the "Grantor"), 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 Second Amended and Restated 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, Instant Cash Loans Limited, a limited liability company incorporated under the laws of England with a registered number of 02685515, any entity joined thereto as a Borrower or Non-Loan Party Borrower from time to time pursuant to the terms of the Credit Agreement, 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 Amended and Restated Guarantee and Collateral Agreement, dated March 3, 2011, made by the Grantor 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 Grantor 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 the Grantor's Obligations under the Credit Agreement, Collateral Agreement and other Loan Documents.

WHEREAS, this agreement amends and restates that certain Trademark Security Agreement, dated October 30, 2006, made by the Grantor and the other grantors party thereto in favor of the Administrative Agent.

WHEREAS, pursuant to the Collateral Agreement, the Grantor is 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, Grantor 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***

The Grantor hereby (a) grants to the Administrative Agent, for the benefit of the 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 the Grantor's Obligations under the Credit Agreement, Collateral Agreement and other Loan Documents, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the 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 the 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, the 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 Grantor hereby acknowledges and affirms 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, the 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

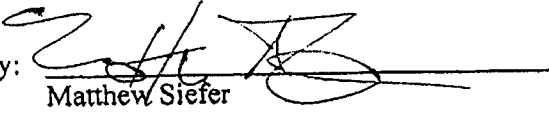
By: 

Randy Underwood  
Executive Vice President  
and Chief Financial Officer

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Grantee

By:   
Matthew Siefert  
Senior Vice President

(Signature Page to Trademark Security Agreement)

Schedule A  
to  
Trademark Security Agreement

Trademark	Current Owner of Record	Status	Serial No. Reg. No.	Filing Date Reg. Date
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	1987764	7/16/1996
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	2606704	8/13/2002
CUSTOMCASH	Dollar Financial Group, Inc.	Registered	3135519	8/29/2006
LOAN MART	Dollar Financial Group, Inc.	Registered	2192247	9/29/1998
MILES	Dollar Financial Group, Inc.	Registered	2611963	8/27/2002
MILES (Stylized w/dog tag)	Dollar Financial Group, Inc.	Registered	2611964	8/27/2002
MOMENTUM	Dollar Financial Group, Inc.	Registered	2482709	8/28/2001
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Registered	3224770	4/3/2007
MONEY CORNER	Dollar Financial Group, Inc.	Registered	3365388	1/8/2008
MONEY MART	Dollar Financial Group, Inc.	Registered	2244158	5/11/1999
MONEY MART	Dollar Financial Group, Inc.	Registered	3206120	2/6/2007
MONEY MART EXPRESS	Dollar Financial Group, Inc.	Registered	2700559	3/25/2003
QWICASH	Dollar Financial Group, Inc. (f/k/a Monetary Management Corporation)	Registered	1666938	12/3/1991
QWICASH (Stylized)	Dollar Financial Group, Inc. (f/k/a Monetary Management Corporation)	Registered	1667837	12/10/1991
THE CHECK CASHING STORE (Stylized)	Dollar Financial Group, Inc.	Registered	2899391	11/2/2004



THE CHECK CASHING STORE (Stylized)	Dollar Financial Group, Inc.	Registered	1979012	6/4/1996
THE CHECK CASHING STORE (stylized)	Dollar Financial Group, Inc.	Registered	2824988	3/24/2004
MONEY SHOP	Dollar Financial Group, Inc.	Pending	85/232560	2/2/2011
MONEY SHOP and Design	Dollar Financial Group, Inc.	Pending	85/232968	2/3/2011