

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
	Dollar Financial Group, Inc.		05/20/2011
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wheels Financial Group, Inc.		
Street Address:	15821 Ventura Boulevard, Suite 280		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2192247	LOAN MART
CORRESPONDENCE DATA			
Fax Number:	(703)836-7419		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 836-6620		
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0078022-000063		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
Signature:	/Bassam N. Ibrahim/s/		
Date:	05/23/2011		
Total Attachments: 3 source=LoanMart.assignment#page1.tif source=LoanMart.assignment#page2.tif source=LoanMart.assignment#page3.tif			

OP \$40.00 2192247

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into and effective as of the last date of execution by and between Dollar Financial Group, Inc., a corporation of the state of New York, located at 1436 Lancaster Avenue, Suite 300, Berwyn, PA 19312-1288, (hereinafter referred to as "Assignor"); and Wheels Financial Group, Inc., a corporation of the state of California, located at 15821 Ventura Boulevard, Suite 280, Encino, California 91436 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the right, title and interest in and to the U.S. Trademark Registration No. 2,192,247 (hereinafter the "Mark").

WHEREAS, Assignor and Assignee are parties to the Sale and Assignment Agreement (hereinafter referred to as "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets pertaining to Assignor's business, including the Mark;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Mark, including, without limitation the goodwill of the business associated with the foregoing and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; and (c) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (c) hereof, collectively, the "Assigned Trademark Rights").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Trademark Rights in the United States together with the goodwill of the business associated therewith and symbolized by the Assigned Trademark Rights, in its entirety.

3. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, covenants or warranties of Assignor or Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

DOLLAR FINANCIAL GROUP, INC.

By: Randy Underwood
Name: EVP + CFO
Title: [Signature]
Date: 5-20-2011

WHEELS FINANCIAL GROUP, INC.

By: [Signature]
Name: Jose Chamorro
Title: Chief financial officer
Date: May 19, 2011

SCHEDULE A

U.S. Trademark Registrations

LOAN MART (U.S. Reg. No. 2,192,247)