

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Direct Financial Solutions, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other a Delaware LLC

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent
 Internal
 Address: _____
 Street Address: 1350 Euclid Avenue, CN OH RN11
 City: Cleveland
 State: Ohio
 Country: United States Zip: 44115

Association Citizenship United States
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) April 1, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus
 Internal Address: _____
Attn: Penelope J.A. Agodoa
 Street Address: _____
21 Tadcaster Circle
 City: Waldorf
 State: MD Zip: 20602
 Phone Number: 301-638-0511
 Fax Number: 866-826-5420
 Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Jordana Dreyfuss April 5, 2012
 Signature Date

Jordana Dreyfuss

Name of Person Signing





Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 3328140

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Renewal Date</u>	<u>Country</u>
Direct Financial Solutions, LLC	DIRECT FINANCIAL SOLUTIONS	3,328,140	10/30/2013	US
Direct Financial Solutions, LLC		3,391,896	3/4/2014	US
Direct Financial Solutions, LLC		898,367	9/8/2016	GB
Direct Financial Solutions, LLC		898,367	9/8/2016	AU
Direct Financial Solutions, LLC	LIFE'S CREDIT OPPORTUNITIES, ONE STEP AT A TIME	3,310,052	10/9/2013	US
Direct Financial Solutions, LLC	LIFE'S CREDIT OPPORTUNITIES, ONE STEP AT A TIME	899,569	9/8/2016	AU
Direct Financial Solutions, LLC		3,534,996	11/18/2014	US
Direct Financial Solutions, LLC	CASH CENTRAL	3,117,069	7/18/2012	US
Direct Financial Solutions, LLC	CASH CENTRAL	900,162	9/8/2016	GB
Direct Financial Solutions, LLC	CASH CENTRAL	900,162	9/8/2016	AU
Direct Financial Solutions, LLC	ONLINE LENDING MADE SIMPLE	3,157,975	10/17/2012	US

II. Trademark Applications

None.

III. Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 1, 2012 (this "*Agreement*"), among COMMUNITY CHOICE FINANCIAL INC., an Ohio corporation (the "*Company*"), Direct Financial Solutions, LLC, a Delaware limited liability company (the "*New Grantor*") and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "*Collateral Agent*").

A. Reference is made to (a) the Credit Agreement dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, the Lenders party thereto and Credit Suisse AG, as administrative agent (the "*Administrative Agent*"), (b) the Indenture dated as of April 29, 2011 among the Company, the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (in such capacity, the "*Trustee*") and (c) the Collateral Agreement dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among the Company, the subsidiaries of the Company and therein, the Administrative Agent, the Trustee and the Collateral Agent.

B. The New Grantor is an affiliate of the Company and will derive substantial direct and indirect benefits from the transactions contemplated by the Finance Documents. Section 7.15(a) of the Collateral Agreement provides that additional subsidiaries of the Company may become Grantors under the Collateral Agreement. The New Grantor is executing this Agreement in accordance with the requirements of the Collateral Agreement.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the New Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the New Grantor or in which the New Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith (except intent-to-use applications), including registrations and

registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “*Trademarks*”);

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

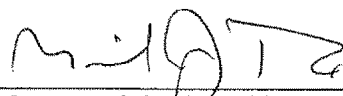
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The New Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

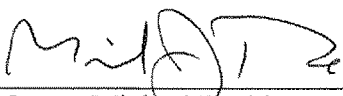
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMMUNITY CHOICE FINANCIAL INC.

by: 
Name: Michael Durbin
Title: Senior Vice President, Chief Financial Officer and Treasurer

DIRECT FINANCIAL SOLUTIONS, LLC

by: 
Name: Michael Durbin
Title: Senior Vice President, Chief Financial Officer and Treasurer

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

by:

Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMMUNITY CHOICE FINANCIAL
INC.

by:


Name:
Title:

DIRECT FINANCIAL SOLUTIONS, LLC

by:

Name:
Title:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

by: 

Name: David A. Schlabach
Title:

Vice President

[Signature Page to Trademark Security Agreement]