

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309625

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dollar Financial Group, Inc.		06/13/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4359883	AMERICAN CHECK CASHER
Registration Number:	4359882	AMERICAN CHECK CASHER
Registration Number:	2606704	CASH 'TIL PAYDAY
Registration Number:	1987764	CASH 'TIL PAYDAY
Registration Number:	3135519	CUSTOMCASH
Registration Number:	4149392	DFC GLOBAL CORP
Registration Number:	2611963	MILES
Registration Number:	2611964	MILES
Registration Number:	4478866	MILES
Registration Number:	4478917	MILES
Registration Number:	4489439	MILES OPENING DOORS.
Registration Number:	4153287	
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:	4524540	MONEY MART
Registration Number:	1979012	THE CHECK CASHING STORE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2824988	THE CHECK CASHING STORE
Registration Number:	2899391	THE CHECK CASHING STORE
Serial Number:	86096576	MOMENTUM
Serial Number:	85889458	MONEY MART

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0380
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/03/2014

Total Attachments: 8
source= Sterling-Jefferies TSA 038507-0380#page1.tif
source= Sterling-Jefferies TSA 038507-0380#page2.tif
source= Sterling-Jefferies TSA 038507-0380#page3.tif
source= Sterling-Jefferies TSA 038507-0380#page4.tif
source= Sterling-Jefferies TSA 038507-0380#page5.tif
source= Sterling-Jefferies TSA 038507-0380#page6.tif
source= Sterling-Jefferies TSA 038507-0380#page7.tif
source= Sterling-Jefferies TSA 038507-0380#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), June 13, 2014, made by Dollar Financial Group, Inc., a New York corporation, (the “Grantor”), in favor of JEFFERIES FINANCE LLC, 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), is made in connection with the 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 Sterling Holdings Limited, a company organized under the laws of the Bailiwick of Jersey (“Parent”), Sterling Mid-Holdings Limited, a company organized under the laws of the Bailiwick of Jersey (“Mid-Holdings” and, together with Parent, the “Holding Companies”), DFC Finance Corp., a Delaware corporation (including any successor, the “Initial Borrower”), National Money Mart Company, an unlimited company organized under the laws of the Province of Nova Scotia, Canada (“NMM”), Dollar Financial U.K. Limited, a limited liability company organized under the laws of England and Wales with registered number 03701758 (“Dollar UK”), DF Eurozone (UK) Limited, a limited liability company organized under the laws of England and Wales with registered number of 8440244 (“DF Eurozone” and, together with Initial Borrower, NMM and Dollar UK, collectively the “Borrowers” and each individually a “Borrower”), any entity joined thereto as a Borrower or Non-Loan Party Borrower (as defined therein) 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 Jefferies Finance LLC, as security trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement or the Collateral Agreement, as applicable.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Collateral Agreement”), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

SECTION 1. Grant of Security Interest in Trademark Collateral. Grantor 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 such Grantor’s Obligations to the Secured Parties, a security interest in all of the following property, in each case, wherever located, and 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”): a security interest in all trademarks, trade names, service marks, logos, and other indicia of origin, and all goodwill associated therewith, whether registered or unregistered, all registrations and applications in connection therewith, whether in the United States Patent and Trademark Office

or in any similar office or agency in any State thereof or any other country or group of countries, including those registrations and applications listed on Schedule A to this Agreement (the “Trademarks”), and, with respect to any and all of the foregoing, (i) all extensions and renewals thereof, (ii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, and (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto.

Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 2. Collateral and Credit Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement and Collateral Agreement the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 4. Counterparts. This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic image means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOLLAR FINANCIAL GROUP, INC.

By: _____



Name: Randy Underwood

Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005315 FRAME: 0796

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: E.J. Hess
Name: E.J. Hess
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005315 FRAME: 0797

Schedule A to
Trademark Security Agreement

United States Registered Trademarks/Service Marks

Trademark / Service Mark	Current Owner of Record	Status	Reg. No.	Reg. Date
AMERICAN CHECK CASHER & Design (color)	Dollar Financial Group, Inc.	Registered	4,359,883	7/2/2013
AMERICAN CHECK CASHER & Design (black and white)	Dollar Financial Group, Inc.	Registered	4,359,882	7/2/2013
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	2,606,704	8/13/2002
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	1,987,764	7/16/1996
CUSTOMCASH	Dollar Financial Group, Inc.	Registered	3,135,519	8/29/2006
DFC GLOBAL CORP & Design	Dollar Financial Group, Inc.	Registered	4,149,392	5/29/2012
MILES	Dollar Financial Group, Inc.	Registered	2,611,963	8/27/2002
MILES & Design	Dollar Financial Group, Inc.	Registered	2,611,964	8/27/2002
MILES & Design (black and white)	Dollar Financial Group, Inc.	Registered	4,478,866	2/4/2014
MILES & Design (color)	Dollar Financial Group, Inc.	Registered	4,478,917	2/4/2014
MILES OPENING DOORS & Design	Dollar Financial Group, Inc.	Registered	4,489,439	2/25/2014
MILES SIMPLY SMARTER LOANS & Design	Dollar Financial Group, Inc.	Allowed ITU	App No 85/791,726	Filing Date 11/30/2012
MILES YOUR LOAN YOUR FUTURE & Design	Dollar Financial Group, Inc.	Allowed ITU	App No 85/791,744	Filing Date 11/30/2012
MISCELLANEOUS DOLLAR SIGN Design	Dollar Financial Group, Inc.	Registered	4,153,287	6/5/2012

Trademark / Service Mark	Current Owner of Record	Status	Reg. No.	Reg. Date
MOMENTUM	Dollar Financial Group, Inc.	Registered	2,482,709	8/28/2001
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Registered	3,224,770	4/3/2007
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Pending	App No 86/096,576	Filing Date 10/21/2013
MONEY CORNER	Dollar Financial Group, Inc.	Registered	3,365,388	1/8/2008
MONEY MART	Dollar Financial Group, Inc.	Registered	2,244,158	5/11/1999
MONEY MART	Dollar Financial Group, Inc.	Registered	3,206,120	2/6/2007
MONEY MART	Dollar Financial Group, Inc.	Registered	4,524,540	5/6/2014
MONEY MART & Design	Dollar Financial Group, Inc.	Pending	App No 85/889,458	Filing Date 3/28/2013
S & R SINCE 1770 & Design	Dollar Financial Group, Inc.	Allowed ITU	App No 85/656,572	Filing Date 6/20/2012
SUTTONS & ROBERTSONS PAWNBROKERS OF DISTINCTION LONDON 1770	Dollar Financial Group, Inc.	Allowed ITU	App No 85/656,561	Filing Date 6/20/2012
SUTTONS & ROBERTSONS	Dollar Financial Group, Inc.	Pending ITU	App No 85/545,768	Filing Date 2/17/2012
THE CHECK CASHING STORE & Design (black and white)	Dollar Financial Group, Inc.	Registered	1,979,012	6/4/1996
THE CHECK CASHING STORE & Design (black and white)	Dollar Financial Group, Inc.	Registered	2,824,988	3/23/2004
THE CHECK CASHING STORE & Design (color)	Dollar Financial Group, Inc.	Registered	2,899,391	11/2/2004

Canada Registered Trademarks/Service Marks

Trademark / Service Mark	Current Owner of Record	Status	Reg. No.	Reg. Date
DFC GLOBAL CORP & Design	Dollar Financial Group, Inc.	Registered	TMA867,838	12/20/2013
DIRECTLOAD	Dollar Financial Group, Inc.	Pending	App No 1588096	7/30/2012
MISC. DOLLAR SYMBOL	Dollar Financial Group, Inc.	Registered	TMA868,207	1/3/2014
NEIGHBOURHOOD CASH SERVICES	Dollar Financial Group, Inc.	Allowed	App No 1,589,283	Filing Date 8/8/2012
NEIGHBOURHOOD CASH SERVICES & Design	Dollar Financial Group, Inc.	Allowed	App No 1,589,284	Filing Date 8/8/2012
PAYDAYLOAN.CA & Design (black and white)	Dollar Financial Group, Inc.	Pending	App No 1,554,955	Filing Date 12/5/2011
PAYDAYLOAN.CA & Design (color)	Dollar Financial Group, Inc.	Pending	App No 1,554,961	Filing Date 12/5/2011
PIG AND DESIGN	Dollar Financial Group, Inc.	Registered	TMA826,816	6/20/2012
QUIKFUNDS	Dollar Financial Group, Inc.	Pending	1,659,544	1/14/2014
QUIKFUNDS & Design (black & white)	Dollar Financial Group, Inc.	Pending	1,659,545	1/14/2014
QUIKFUNDS & Design (color)	Dollar Financial Group, Inc.	Pending	1,659,546	1/14/2014
S&R SINCE 1770 & Design	Dollar Financial Group, Inc.	Pending	App No 1,585,431	7/10/2012
SUTTONS & ROBERTSONS	Dollar Financial Group, Inc.	Pending	App No 1,631,834	Filing Date 6/19/2013
SUTTONS & ROBERTSONS PAWNBROKERS OF DISTINCTION LONDON 1770	Dollar Financial Group, Inc.	Pending	App No 1,585,432	Filing Date 7/10/2012

United Kingdom Registered Trademarks/Service Marks

Trademark / Service Mark	Current Owner of Record	Status	Reg. No.	Reg. Date
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Pending	App No UK00003026753	Filing Date 10/17/2013
THE OLD ENGLISH PAWNBROKER	Dollar Financial Group, Inc.	Registered	2651814	6/28/2013
THE OLD ENGLISH PAWNBROKER & Design	Dollar Financial Group, Inc.	Registered	2651811	6/28/2013