

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement with respect to the security interest recorded at R/F 5315/0852

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dollar Financial Group, Inc.		08/19/2016	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Banking corporation: NEW YORK

## PROPERTY NUMBERS Total: 26

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:	4976643	M
Registration Number:	4976642	M
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:	4661938	MOMENTUM
Registration Number:	2244158	MONEY MART
Registration Number:	3206120	MONEY MART

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4524540	MONEY MART
Registration Number:	4532073	MONEY MART
Registration Number:	4601951	S&R SINCE 1770
Registration Number:	4641564	SUTTONS & ROBERTSONS
Registration Number:	1979012	THE CHECK CASHING STORE
Registration Number:	2824988	THE CHECK CASHING STORE
Registration Number:	2899391	THE CHECK CASHING STORE

**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

<b>ATTORNEY DOCKET NUMBER:</b>	038507-0550
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	08/22/2016

**Total Attachments: 13**

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**EXECUTION VERSION**

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), August 19, 2016, made by Dollar Financial Group, Inc., a New York corporation, (the “Grantor”), in favor of Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and assigns, in such capacity, the “Collateral Agent”) for the holders of the Notes and for the other Secured Parties (as defined in the Collateral Agreement referred to below), is made in connection with (1) the Indenture, dated as of June 13, 2014 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Initial Notes Indenture”), among DFC Finance Corp., a Delaware corporation (including any successor, the “Issuer”), the guarantors party thereto from time to time, and Deutsche Bank Trust Company Americas, as trustee, (2) the Indenture, dated as of the date hereof, as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, among the Issuer, the guarantors party thereto from time to time, and TMI Trust Company, as trustee, (3) each Additional Pari Passu Notes Agreement to be entered into after the date hereof, as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, among the Issuer, the guarantors party thereto from time to time, and the applicable Additional Pari Passu Notes Agent, and (4) the Collateral Agreement, dated June 13, 2014, made by the Grantor and the other grantors party thereto in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Collateral Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

**WITNESSETH:**

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below) to secure the payment and performance when due of the Grantor’s Obligations;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered in favor of the Collateral Agent a Trademark Security Agreement, dated June 13, 2014 (the “Original Agreement”), which was recorded with the U.S. Patent and Trademark Office on July 3, 2014, at Reel 5315, Frame 0852;

WHEREAS, pursuant to the Original Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Noteholder Secured Parties (as defined in the Initial Notes Indenture) a security interest in the Trademark Collateral;

WHEREAS, the Grantor wishes to amend the Original Agreement to (i) cover other Secured Parties in addition to the Noteholder Secured Parties (as defined in the Initial Notes Indenture), (ii) update Schedule A to, among other things, include After-Acquired Intellectual Property thereon, and (iii) clarify other matters in line with the Collateral 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 Collateral Agent, for the ratable 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"): 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 (collectively, 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. Indenture and Collateral Agreement. The Grantor does hereby further acknowledge and affirm 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 that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Continuing Agreement. This Agreement shall amend and restate the Original Agreement, but shall not constitute a novation thereof, and the Original Agreement as amended and restated hereby shall be deemed to be a continuing agreement by the Grantor in favor of the Collateral Agent.

SECTION 4. **GOVERNING LAW**. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. 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: Scott Cohen

Title: Chief Accounting Officer

*{Signature Page to Amended and Restated Trademark Security Agreement (Notes)}*

**TRADEMARK  
REEL: 005860 FRAME: 0725**

ACCEPTED AND AGREED

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Agent

By: Deutsche Bank National Trust Company

By:   
Name: **Kathryn Fischer**  
Title: **Assistant Vice President**

By:   
Name: **Chris Niesz**  
Title: **Assistant Vice President**

*[Signature Page to Amended and Restated Trademark Security Agreement (Notes)]*

**SCHEDULE A**

**TO**

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

United States Registered Trademarks/Service Marks:

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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
M & Design (black and white)	Dollar Financial Group, Inc.	Registered	4,976,643	06/14/2016
M & Design (yellow background)	Dollar Financial Group, Inc.	Registered	4,976,642	06/14/2016
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
MISCELLANEOUS DOLLAR SIGN Design	Dollar Financial Group, Inc.	Registered	4,153,287	6/5/2012
MOMENTUM	Dollar Financial Group, Inc.	Registered	2,482,709	8/28/2001



<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Registered	3,224,770	4/3/2007
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Registered	4,661,938	12/30/2014
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.	Registered	4,532,073	5/20/2014
S&R SINCE 1770 & Design	Dollar Financial Group, Inc.	Registered	4,601,951	9/9/2014
SUTTONS & ROBERTSONS	Dollar Financial Group, Inc.	Registered	4,641,564	11/18/2014
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:

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
7 SOLUTIONS & Design	National Money Mart Company	Registered	TMA584,229	06/25/2003
ADVANCE CANADA	National Money Mart Company	Registered	TMA604,010	3/3/2004
AVANCE DE PAIE EXPRESS	National Money Mart Company	Registered	TMA522,048	1/24/2000
CHECK MART	National Money Mart Company	Registered	TMA355,565	5/12/1989
CHEQUE IN CASH OUT	National Money Mart Company	Registered	TMA360, 701	10/20/1989
CRISIS CASH	National Money Mart Company	Registered	TMA577,703	03/19/2003
DFC GLOBAL CORP & Design	Dollar Financial Group, Inc.	Registered	TMA867,838	12/20/2013
DIRECTLOAD	Dollar Financial Group, Inc.	Registered	TMA880,418	06/19/2014
EASY TAX	National Money Mart Company	Registered	TMA450,744	11/25/1995
EVERYDAY LIFE. YOUR WAY	National Money Mart Company	Registered	TMA836,336	11/14/2012
FAST CASH ADVANCE	National Money Mart Company	Registered	TMA508,461	2/24/1999
FINANCIAL CONVENIENCE.	National Money Mart Company	Registered	TMA831,473	09/07/2012
FREEDOM PRESTIGE	National Money Mart Company	Registered	TMA809,152	10/14/2011
IC & Design (color)	Dollar Financial Group, Inc.	Pending	1,747,106	Filing Date 09/22/2015
iLOANS	National Money Mart Company	Registered	TMA642,625	6/21/2005
INSTA CHEQUES	National Money Mart Company	Registered	TMA353,705	3/23/1989
INSTA CHEQUES & Design	National Money Mart Company	Registered	TMA3 74,629	10/19/1990
INSTA-IMPOTS	Dollar Financial Group, Inc.	Pending	App No 1,649,734	Filing Date 10/29/2013
INSTALOANS	National Money Mart Company	Registered	TMA610,666	05/19/2004

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
INSTALOANS & Design	National Money Mart Company	Registered	TMA644,435	07/15/2005
LOAN MART & Design	National Money Mart Company	Registered	TMA522,305	1/26/2000
Misc. Dollar Sign Design	National Money Mart Company	Registered	TMA584,144	06/20/2003
M & Design (black & white)	Dollar Financial Group, Inc.	Pending	1,747,104	Filing Date 09/22/2015
M & Design (color)	Dollar Financial Group, Inc.	Pending	1,747,102	Filing Date 09/22/2015
MISC. DOLLAR SYMBOL	Dollar Financial Group, Inc.	Registered	TMA868,207	01/03/2014
MONEY MART	National Money Mart Company	Registered	TMA297,783	12/7/1984
MONEY MART & Design	National Money Mart Company	Registered	TMA366,104	1/8/1988
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
PIG AND DESIGN	Dollar Financial Group, Inc.	Registered	TMA826,816	6/20/2012
QUICK APPROVAL MONEY NOW	National Money Mart Company	Registered	TMA577,694	03/19/2003
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
REAL PEOPLE. FAST CASH.	National Money Mart Company	Registered	TMA471,755	2/26/1997
RENTCASH	National Money Mart Company	Registered	TMA602,024	02/12/2004
SUTTONS & ROBERTSONS	Dollar Financial Group, Inc.	Pending	App No 1,631,834	Filing Date 6/19/2013

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SUTTONS & ROBERTSONS PAWNBROKERS OF DISTINCTION LONDON 1770	Dollar Financial Group, Inc.	Pending	App No 1,585,432	Filing Date 7/10/2012
THE CASH STORE CASH CARD	National Money Mart Company	Registered	TMA718,432	07/11/2008
THE CASH STORE INC. CASH ADVANCE CENTERS & Design	National Money Mart Company	Registered	TMA692,010	07/13/2007
TMC DIRECT	National Money Mart Company	Registered	TMA705,633	01/24/2008
WHO USES MONEY MART? IT COULD BE YOU	National Money Mart Company	Registered	TMA682,658	2/28/2007
ZAP-IT	National Money Mart Company	Registered	TMA574,032	1/20/2003

Australia Registered Trademarks/Service Marks:

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MONEY MART	National Money Mart Company	Registered	813344	12/1/2000

Mexico Registered Trademarks/Service Marks

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DINERADOR	Dollar Financial Group, Inc.	Registered	1459340	05/29/2014
DINERADOR	Dollar Financial Group, Inc.	Registered	1457778	05/28/2014
DINERADOR	Dollar Financial Group, Inc.	Registered	1459339	05/29/2014
DINERADOR. MX (Design)	Dollar Financial Group, Inc.	Registered	1464069	06/23/2014
DINERADOR. MX (Design)	Dollar Financial Group, Inc.	Registered	1464068	06/23/2014
DINERADOR. MX (Design)	Dollar Financial Group, Inc.	Registered	1464067	06/23/2014
PRESTALINK	Dollar Financial Group, Inc.	Registered	1459338	05/29/2014
PRESTALINK	Dollar Financial Group, Inc.	Registered	1457777	05/28/2014
PRESTALINK	Dollar Financial Group, Inc.	Registered	1459337	05/29/2014
PRESTALOGIC	Dollar Financial Group, Inc.	Registered	1459336	05/29/2014
PRESTALOGIC	Dollar Financial Group, Inc.	Registered	1457776	05/28/2014
PRESTALOGIC	Dollar Financial Group, Inc.	Registered	1459335	05/29/2014
PRESTALOGIC.MX (Design)	Dollar Financial Group, Inc.	Registered	1464072	06/23/2014
PRESTALOGIC.MX (Design)	Dollar Financial Group, Inc.	Registered	1464071	06/23/2014

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PRESTALOGIC.MX (Design)	Dollar Financial Group, Inc.	Registered	1464070	06/23/2014
PRESTALOGICO	Dollar Financial Group, Inc.	Registered	1459334	05/09/2014
PRESTALOGICO	Dollar Financial Group, Inc.	Registered	1457775	05/28/2014
PRESTALOGICO	Dollar Financial Group, Inc.	Registered	1459333	05/29/2014
PRESTALOGICO.MX (Design)	Dollar Financial Group, Inc.	Registered	1464075	06/23/2014
PRESTALOGICO.MX (Design)	Dollar Financial Group, Inc.	Registered	1464074	06/23/2014
PRESTALOGICO.MX (Design)	Dollar Financial Group, Inc.	Registered	1464073	06/23/2014
PRESTAMATIC	Dollar Financial Group, Inc.	Registered	1459342	05/29/2014
PRESTAMATIC	Dollar Financial Group, Inc.	Registered	1457779	06/28/2014
PRESTAMATIC	Dollar Financial Group, Inc.	Registered	1459341	05/29/2014

South Africa Registered Trademarks/Service Marks:

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
OK MONEY & Design	Dollar Financial Group, Inc.	Registered	2013/10144	04/18/2013
OK MONEY & Design	Dollar Financial Group, Inc.	Registered	2013/10145	04/18/2013
OK MONEY	Dollar Financial Group, Inc.	Registered	2013/10142	04/18/2013

OK MONEY	Dollar Financial Group, Inc.	Registered	2013/10143	04/18/2013
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Czech Republic Registered Trademarks/Service Marks:

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
OK MONEY	Dollar Financial Group, Inc.	Registered	333218	8/21/2013