

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement recorded R/F 5315/0792

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dollar Financial Group, Inc.		08/19/2016	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: 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: 212-906-1216

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

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	01/30/2017

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated August 19, 2016, made by Dollar Financial Group, Inc., a New York corporation, (the “Grantor”), in favor of JEFFERIES FINANCE LLC (“Jefferies”), as collateral agent (together with its successors and permitted assigns, in such capacity, the “Collateral 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 June 13, 2014 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among Sterling Holdings Limited, a company organized under the laws of the Bailiwick of Jersey, Sterling Mid-Holdings Limited, a company organized under the laws of the Bailiwick of Jersey, DFC Finance Corp., a Delaware corporation, National Money Mart Company, an unlimited company organized under the laws of the Province of Nova Scotia, Canada, Dollar Financial U.K. Limited, a limited liability company organized under the laws of England and Wales with registered number 03701758, DF Eurozone (UK) Limited, a limited liability company organized under the laws of England and Wales with registered number of 8440244, any entity joined from time to time as a “borrower” under and in accordance with the terms of the Credit Agreement, the banks and other financial institutions or entities from time to time party thereto as lenders, and Jefferies, as administrative agent and as collateral agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement or the Collateral Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of June 13, 2014, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Collateral Agreement”);

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 to the Secured Parties;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered in favor of Jefferies, in its capacity as administrative agent for the Secured Parties, that certain Trademark Security Agreement, dated June 13, 2014 (the “Original Agreement”);

WHEREAS, Jefferies accepted and agreed to the terms of the Original Agreement in its capacity as Collateral Agent;

WHEREAS, the Original Agreement was recorded with the U.S. Patent and Trademark Office on July 3, 2014, at Reel 5315, Frame 0792; and

WHEREAS, the Grantor wishes to amend the Original Agreement to (i) correct the inadvertent error of referencing Jefferies in its capacity as administrative agent in connection

with the grant of security interest in the Trademark Collateral in order to be in line with the Collateral Agreement and the intent of the parties, (ii) update Schedule A to, among other things, include After-Acquired Intellectual Property thereon, and (iii) incorporate other immaterial changes.

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 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 (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 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 for the ratable benefit of the Secured Parties.

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 (ABL)]

TRADEMARK
REEL: 005978 FRAME: 0059

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: J. Paul McDonnell
Title: Managing Director

Schedule A to
Amended and Restated
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
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
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Registered	3,224,770	4/3/2007

Trademark / Service Mark	Current Owner of Record	Status	Reg. No.	Reg. Date
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:

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.	Registered	TMA880,418	06/19/2014
IC & Design (color)	Dollar Financial Group, Inc.	Pending	1,747,106	Filing Date 09/22/2015
INSTA-IMPOTS	Dollar Financial Group, Inc.	Pending	App No 1,649,734	Filing Date 10/29/2013
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	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
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
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
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