

MSD
12-16-99

RECORD/
TR

02-02-2000



101255333

To the Honorable Commissioner of Patents and Trademarks, 101255333 Attached original documents or copy thereof.

1. Name of conveying party(ies):

Check Into Cash, Inc.

12-16-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26

- Individual(s)
- General Partnership
- Corporation-State — Delaware
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address:

Street Address: 633 Chestnut Street

City: Chattanooga, State: Tennessee ZIP: 37450

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Tennessee
- Other

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement – Amendment
- Other
- Merger
- Change of Name

Execution Date: July 21, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/308009

B. Trademark Registration No.(s)

1.987,021

Additional numbers attached Yes No

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

Name: Jay A. Young

Internal Address: Chambliss, Bahner & Stophel, P.C.

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: Tennessee ZIP: 37402

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine E. Wilson

Jay A. Young

Name of Person Signing

Signature

December 15, 1999

Date

02/01/2000 TTD11 00000309 200052 1987021

total number of pages including cover sheet, attachments, and document: 5

01 FC:481
02 FC:482

40.00 CH
25.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Third Amendment to Trademark Security Agreement ("Third Amendment"), is entered into as of July 21, 1999, by CHECK INTO CASH, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A. d/b/a NationsBank, N.A. successor to NationsBank of Tennessee, N.A., a national banking association (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated June 2, 1997 (the "Original Loan Agreement") by and among Grantor and Lender, Lender made a loan in the principal amount of up to \$3,100,000 to Grantor, and in accordance therewith Grantor and Lender entered into a Trademark Security Agreement dated June 2, 1997, recorded on June 6, 1997, in the United States Patent and Trademark Office (the "Original Trademark Security Agreement");

WHEREAS, on October 23, 1997, Grantor and Lender entered into a Second Amendment to Loan Agreement and Loan Documents (the "Amendment to Loan Agreement") pursuant to which the amount of the loan from Lender to Grantor was increased to \$11,500,000, and to evidence the increased loan the Grantor executed an Amended and Restated Promissory Note payable to Lender in the original principal amount of \$11,500,000 (the "First Amended Note"); and

WHEREAS, on October 23, 1997, Grantor and Lender entered into an Amendment to Trademark Security Agreement recorded on November 4, 1997, in the United States Patent and Trademark Office in order to evidence the increase in the amount of the loan from Lender to Grantor and to add an additional service mark to the Original Trademark Security Agreement (the "First Amendment to Trademark Security Agreement"); and

WHEREAS, on October 13, 1998, Grantor and Lender entered into a Fourth Amendment to Loan Agreement and Loan Documents (the "Fourth Amendment") pursuant to which the amount of the loan from Lender to Grantor was increased to \$23,000,000, and to evidence the increased loan the Grantor executed an Amended and Restated Promissory Note payable to Lender in the original principal amount of \$23,000,000 (the "Second Amended Note"); and

WHEREAS, on October 13, 1998, Grantor and Lender entered into a Second Amendment to Trademark Security Agreement recorded on or about October 19, 1998, in the United States Patent and Trademark Office in order to evidence the increase in the amount of the loan from Lender to Grantor (the "Second Amendment to Trademark Security Agreement"; the Original Trademark Security Agreement as amended by the First Amendment to Trademark Security Agreement and the Second Amendment to Trademark Security Agreement is referred to herein as the "Trademark Security Agreement"); and

WHEREAS, on even date herewith, Lender has made a temporary overline loan to Grantor in the amount of \$2,000,000 and to evidence that new loan the Grantor executed a Promissory Note payable to Lender in the original principal amount of \$2,000,000 (the "Overline Promissory Note"); and

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the new loan from Lender to Grantor;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Fifth Amendment to Loan Agreement and Loan Documents (the "Fifth Amendment") dated as of even date herewith pursuant to which the new temporary overline loan is established, the parties agree as follows:

1. The term "Obligations" as used in the Trademark Security Agreement includes, without limitation, all loans previously made, to be concurrently made, or hereafter made in connection with the Loan Agreement (as defined below). The term "Loan" as used in the Trademark Security Agreement shall mean the \$23,000,000 loan currently described in the Trademark Security Agreement and/or the \$2,000,000 loan described in the Fifth Amendment which is evidenced by the Overline Promissory Note. The term "Note" shall mean the Second Amended Note described above, the Overline Promissory Note described above, and/or any amendments, extensions, modifications, replacements and/renewals thereof and any future promissory notes evidencing subsequent advances of a Loan. The term "Loan Agreement" as used in the Trademark Security Agreement shall mean the Original Loan Agreement as previously amended and as amended by the Fifth Amendment, and as further amended, extended, modified, restructured or renewed from time to time.

2. Grantor acknowledges and agrees that Bank of America, N.A. d/b/a NationsBank, N.A. is successor in interest to NationsBank of Tennessee, N.A. and that the Trademark Security Agreement inures to the benefit of Bank of America, N.A. d/b/a NationsBank, N.A. The parties acknowledge and agree that all references to "NationsBank of Tennessee, N.A." in the Trademark Security Agreement now refer to and mean Bank of America, N.A. d/b/a NationsBank, N.A., and all of its successors and assigns.

3. Except as amended hereby, the Trademark Security Agreement shall remain in full force and effect. Capitalized terms used herein have the meanings given them in the Trademark Security Agreement unless otherwise defined in this Third Amendment. Nothing in this Third Amendment is intended to affect the attachment or perfection of the security interests and liens created under the Original Trademark Security Agreement, it being the intention of the parties that such security interests and liens relate back to the execution of the Original Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and delivered as of the date first above written.

GRANTOR:

CHECK INTO CASH, INC., a Delaware corporation

By: [Signature]
Title: President

LENDER:

BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.
SUCCESSOR TO NATIONSBANK OF TENNESSEE,
N.A.

By: [Signature]
Title: Gr. Vice President

STATE OF TENNESSEE)

COUNTY OF Bradley)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Stephen Scoggins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Check Into Cash, Inc., the within named bargainor, a corporation, and that he/she as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such President.

WITNESS my hand, at office in Bradley County, Tennessee, this 29th day of July, 1999.

[Signature]
Notary Public

My Commission Expires:

3-10-2003

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lawrence M. Richey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Sr. Vice President of Bank of America, N.A. d/b/a NationsBank, N.A. successor to NationsBank of Tennessee, N.A., the within named bargainor, a corporation, and that he/she as such Sr. Vice Pres., executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Sr. Vice Pres.

WITNESS my hand, at office in Hamilton County, Tennessee, this 29th day of July, 1999.

Mary C Charlesworth
Notary Public

My Commission Expires:

My Commission Expires April 21, 2002

