

12-16-99

RECORDAT TRA

02-02-2000



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To the Honorable Commiss

Please record the 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

3. Nature of conveyance:

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

Execution Date: December 6, 1999

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

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

A. Trademark Application No.(s)

75/834,071 75/403,081
75/308,009
75/793,455

B. Trademark Registration No.(s)

2,256,904 2,266,693
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:

7

7. Total fee (37 CFR 3.41)

\$ 190⁰⁰

- 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

[Handwritten Signature]

Signature

December 15, 1999

Date

02/01/2000 TTON11 00000300 200052 2256904

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

01 FC:481 40.00 CH
02 FC:482 150.00 CH

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

FOURTH AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Fourth Amendment to Trademark Security Agreement ("Fourth Amendment"), is entered into as of December 6, 1999, by CHECK INTO CASH, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A. (f/k/a 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 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 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; 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"); and

WHEREAS, on July 21, 1999, Grantor and Lender entered into a Fifth Amendment to Loan Agreement and Loan Documents (the "Fifth Amendment") pursuant to which Lender made a \$2,000,000 overline loan to Grantor and in connection therewith Grantor and Lender entered into a Third Amendment to Trademark Security Agreement (the "Third Amendment to Trademark Security Agreement"; the Original Trademark Security Agreement as amended by the First Amendment to Trademark Security Agreement, the Second Amendment to Trademark

Security Agreement, and the Third Amendment to Trademark Security Agreement is referred to herein as the "Trademark Security Agreement"); and

WHEREAS, on even date herewith, Grantor and Lender are entering into a Sixth Amendment to Loan Agreement and Loan Documents pursuant to which the amount of the loan from Lender to Grantor is to be increased to \$34,500,000 and to evidence the increased loan the Grantor executed an Amended and Restated Promissory Note payable to Lender in the original principal amount of \$34,500,000 (the "Amended Note"); and

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the increase in the loan from Lender to Grantor and to add certain additional marks registered by Grantor;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Sixth Amendment to Loan Agreement and Loan Documents (the "Sixth Amendment") dated as of even date herewith pursuant to which the loan from Lender to Grantor was increased to a principal amount of \$34,500,000, 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 \$34,500,000 loan described above and the term "Note" shall mean the Amended Note described above together with any amendments, extensions, modifications, replacements and/or renewals thereof and any future promissory notes evidencing subsequent advances of the 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 Sixth Amendment, and as further amended, extended, modified, restructured or renewed from time to time.

2. Schedule A attached to the Original Trademark Security Agreement is amended by replacing that Schedule with Schedule A attached hereto.

3. Grantor acknowledges and agrees that Bank of America, 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. 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. and all of its successors and assigns.

4. 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 Fourth Amendment. Nothing in this Fourth 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.

By: [Signature]
Title: Sr. 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 Scogin, 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 7th day of December, 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., the within named bargainer, a corporation, and that he/she as such SR. Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such SR. V. P.

WITNESS my hand, at office in Hamilton County, Tennessee, this 8th day of December, 1999.

Sheila B. Meadow
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JULY 19, 2003

SCHEDULE A

Federal Registrations

	<u>Reg. No.</u>	<u>Reg. Date</u>
Check Into Cash	2,256,904	March 18, 1998
Check Into Cash (including design)	1,987,021	July 16, 1996
Check into Ca\$h Cash Advance (including design)	2,266,693	August 3, 1999

Federal Applications

	<u>App. No.</u>	<u>Filing Date</u>
Bob Cash (design)	75/834,071	October 28, 1999
Bob Cash, Check Into Cash Cash Advance, It's Quick, Easy & Confidential (including design)	75/308,009	June 12, 1997
Check into Ca\$h Cash Advance Centers (including design)	75/793,455	September 7, 1999
Dollar Sign with Red Check Mark (design)	75/403,081	December 10, 1997

State Registrations

	<u>State</u>	<u>Reg. Date</u>
Check into Cash	Wisconsin	March 27, 1996
Quick, Easy & Confidential	Tennessee	March 9, 1994
Check Into Cash Check Services (and design)	Tennessee	March 9, 1994
Overdraft Check Cashing Services (stylized)	Tennessee	March 9, 1994
Cash in a Flash (stylized)	Tennessee	March 9, 1994
If you have an active checking account and <u>Need Cash TODAY</u> , we will cash your personal check and wait either...days or your next pay day to deposit.	Tennessee	June 28, 1994

As of 11/29/99