

RESUBMISSION MRD

FORM PTO-1594 (Rev. 6-93) 2-13-98

RECO

05-12-1998

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



Tab settings

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To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

McKenzie Management Company, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 31, 1997

2. Name and address of receiving party(ies)

Name: NationsBank of Tennessee, N.A.

Internal Address:

Street Address: 633 Chestnut Street

City: Chattanooga State: TN ZIP: 37450

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

B. Trademark Registration No.(s)

2,098,979

2,031,797

Additional numbers attached? Yes No

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

Patrick, Beard, Schulman & Jacoway, PC

Name: Gary R. Patrick

Internal Address: Suite 202, Market Court

Street Address: 537 Market Street

City: Chattanooga State: TN ZIP: 37402

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 400

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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9. Statement and signature. 25.00 OP

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.

Gary R. Patrick Name of Person Signing

Signature: Gary Patrick, President

Date: 2/12/98

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

**SHORT FORM TRADEMARK SECURITY AGREEMENT**

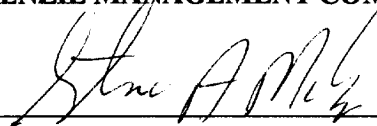
**WHEREAS, MCKENZIE MANAGEMENT COMPANY, LLC** (the "Borrower") has adopted, used and is using the marks that are listed on **Exhibit 1** attached hereto and that it has registered or has pending registrations in the United States Patent and Trademark Office as set forth on **Exhibit 1** attached hereto; and

**WHEREAS,** the Borrower has contemporaneously with the execution of this Short Form Trademark Security Agreement entered into a Loan Agreement ( as amended, modified, restated or supplemented from time to time, the "Loan Agreement"), dated as of even date herewith, and has secured its obligations under such Loan Agreement by entering into a Trademark Security Agreement (as amended, modified, restated or supplemented from time to time, the "Trademark Agreement"), dated as of even date herewith, in which the Borrower has agreed with NationsBank of Tennessee, N.A., 633 Chestnut Street, Chattanooga, Tennessee, 37450 (the "Lender") to execute this Short Form Trademark Agreement.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby assign to the Lender, according to the terms of the Trademark Agreement, a security interest in all of its right, title and interest in and to all of its marks, trademarks, trademark licenses and registrations thereof listed on **Exhibit 1** attached hereto, together with all marks, trademarks, trademark licenses and registrations thereof hereafter acquired, and the use thereof, together with the goodwill of the business symbolized by such marks, to secure the payment, observance and performance of the Secured Obligations (as such term is defined in the Trademark Agreement).

Dated: October 31<sup>st</sup>, 1997

**MCKENZIE MANAGEMENT COMPANY, LLC**

By:   
(Title)

McKenzie Check Advance Companies

Assumed Names, Tradenames and Service Marks  
October 30, 1997

Name of Company	AMERICAN CHECK ADVANCE	NATIONAL AUTO PAWN	NATIONAL CASH ADVANCE	NATIONAL CHECK ADVANCE ✓	NCA	UNITED CASH ADVANCE	UNITED CHECK ADVANCE
McKenzie Management Company, LLC	none	Filed in Tennessee as an Assumed Name 12/19/96	none	none	none	none	Filed in TN as an Assumed Name 06/23/97
McKenzie Check Advance, LLC	Filed in TN as an Assumed Name 01/12/95	none	Federally registered 9/23/97 (Reg. No. 2,098,979); Filed in TN as an Assumed Name 12/21/96	Federally registered 1/21/97 (Reg. No. 2,031,797); Filed in TN as an Assumed Name 01/19/95	Filed in TN as an Assumed Name 12/21/95	Filed in TN as an assumed name 12/19/96	none
McKenzie Check Advance of Florida, LLC	none	none	Filed in FL as a Fictitious Name 8/21/97	none	none	none	none

**EXHIBIT**

Name of Company	AMERICAN CHECK ADVANCE	NATIONAL AUTO PAWN	NATIONAL CASH ADVANCE	NATIONAL CHECK ADVANCE ✓	NCA	UNITED CASH ADVANCE	UNITED CHECK ADVANCE
McKenzie Check Advance of Illinois, L.L.C.	none	none	Filed in IL as an Assumed Name 06/18/97, The registration includes L.L.C. after the name.	Filed in IL as an Assumed Name 08/03/97	Filed in IL as an Assumed Name 8/22/97, The registration includes L.L.C. after the name.	none	none
McKenzie Check Advance of Indiana, LLC	none	none	d/b/a name filed in each county where an office is located	d/b/a name filed in each county where an office is located	none	d/b/a name filed in each county where an office is located	none
McKenzie Check Advance of Iowa, L.L.C.	none	none	Application filed with Iowa 05/21/97	none	none	Filed in Iowa as a fictitious name 6/12/97	none
McKenzie Check Advance of Kansas, LLC	none	none	none	none	none	none	none

Name of Company	AMERICAN CHECK ADVANCE	NATIONAL AUTO PAWN	NATIONAL CASH ADVANCE	NATIONAL CHECK ADVANCE ✓	NCA	UNITED CASH ADVANCE	UNITED CHECK ADVANCE
McKenzie Check Advance of Kentucky, Inc.	none	none	Filed in Kentucky as an Assumed Name 05/01/97	none	none	Application sent by Federal EX 06/04/97	none
McKenzie Check Advance of Louisiana, L.L.C.	none	none	none	none	none	none	none
McKenzie Check Advance of Missouri, L.L.C.	none	none	none	none	none	none	none
McKenzie Check Advance of New Jersey, L.L.C.	none	none	none	none	none	none	none
McKenize Check Advance of North Carolina, LLC	none	none	registered as a trade name in Guilford and Wilson counties	none	none	none	none
McKenzie Check Advance of Ohio, LLC	none	none	Filed in OH as a Trade Name 03/29/96	Filed in OH as a Trade Name 05/01/95	none	Filed in OH 06/12/97	none

Name of Company	AMERICAN CHECK ADVANCE	NATIONAL AUTO PAWN	NATIONAL CASH ADVANCE	NATIONAL CHECK ADVANCE ✓	NCA	UNITED CASH ADVANCE	UNITED CHECK ADVANCE
McKenzie Check Advance of Oregon, LLC	none	none	none	none	none	none	none
McKenzie Check Advance of Pennsylvania, LLC	none	none	Fictitious name filed 05/09/97	none	none	Fictitious name filed 06/12/97	none
McKenzie Check Advance of Wisconsin, LLC	none	none	Registered in WI as a Service Mark on 12/18/96	none	Registered in WI as a Service Mark on 06/18/97	none	none

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STATUS OF FEDERAL SERVICE MARK REGISTRATIONS

**National Check Advance**

The mark **National Check Advance**, plus design, is federally registered to McKenzie Check Advance, LLC. This registration, listed on the Principal Register, issued on January 21, 1997. Section 8 and 15 affidavits of use and incontestability will need to be filed between January 21, 2002 and January 21, 2003. A copy of the Certificate of Registration is attached.

**National Cash Advance**

The mark **National Cash Advance**, plus design, is federally registered to McKenzie Check Advance, LLC. This registration, listed on the Principal Register, issued on September 23, 1997. A copy of the Certificate of Registration is attached.

**United Cash Advance**

No application has ever been filed to federally register the mark **United Cash Advance**. After reviewing a search by Thomson & Thomson, we advised the McKenzies that before attempting to register this mark the words should be incorporated into a distinctive design logo. Doing so would not only strengthen the mark, but would also help to avoid the mark being deemed "merely descriptive." At this point, the company has not indicated they wish to proceed with registering this mark.

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