

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Buckeye Check Cashing, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Citizenship Ohio

Execution Date(s) May 1, 2006

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

2. Name and Address of receiving party(ies)

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

Name: Bear Stearns Corporate Lending, Inc.

Internal Address: _____

Street Address: 383 Madison Avenue

City: New York

State: NY

Country: _____ Zip: 10179

Association – Citizenship _____
 General Partnership – Citizenship _____
 Limited Partnership – Citizenship _____
 Corporation – Citizenship Delaware
 Other _____
Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment

Other Second Lien Trademark Security Agreement

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

A. Trademark Application No(s).

**78620810
78750174**

B. Trademark Registration No(s).

**2726900
2697278
1838119**

Additional numbers attached? Yes No

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

**M. Oren Epstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2517
Fax: (917) 777-2517
OEpstein@skadden.com**

6. Total number of applications and registrations involved: 5


7. Total fee (37 CFR 1.21(h) and 3.41) \$130

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 074000/684)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: **Philip H. Bartels**

9. Signature.


Signature

May 11, 2006

Date

Oren Epstein

Name of Person Signing

Total number of pages including cover sheet, and documents:

9

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CONTINUATION OF Item 1. Names of Conveying Parties

Buckeye Check Cashing II, Inc.

Ohio Corporation

Buckeye Check Cashing of Arizona, Inc.

Ohio Corporation

Buckeye Check Cashing of Kentucky, Inc.

Ohio Corporation

Buckeye Check Cashing of Utah, Inc.

Ohio Corporation

Hoosier Check Cashing of Ohio, Ltd.

Ohio Corporation

SECOND LIEN TRADEMARK SECURITY AGREEMENT

May 1, 2006

This SECOND LIEN TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 1, 2006, is entered into by and between Buckeye Check Cashing, Inc., Buckeye Check Cashing II, Inc., Buckeye Check Cashing of Arizona, Inc., Buckeye Check Cashing of Kentucky, Inc., Buckeye Check Cashing of Utah, Inc., Hoosier Check Cashing of Ohio, Ltd (collectively, the "Grantors") and Bear Stearns Corporate Lending, Inc., as Second Lien Collateral Agent (in such capacity, the "Assignee") pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of May 1, 2006, between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of May 1, 2006 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement") among CheckSmart Financial Company, a Delaware corporation, as the Borrower, CheckSmart Financial Holdings Corp., a Delaware corporation, the Lenders from time to time party thereto, RBS Securities Corporation, as syndication agent, the documentation agent named therein, Bear Stearns, & Co. Inc., as sole book runner, RBS Securities Corporation and Bear Stearns, & Co. Inc., as joint lead arrangers, and Bear Stearns Corporate Lending, Inc. as Administrative Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the Second Lien Secured Parties, a security interest in all Trademarks now owned or at any time hereafter acquired by such Grantor in which such Grantor has any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Second Lien Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available

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to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Second Lien Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee and (other than as provided in Section 8.4 of the Credit Agreement), unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Lien granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 1, 2006 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Intercreditor Agreement"), among CheckSmart Financial Holdings Corp., CheckSmart Financial Company, Bear Stearns Corporate Lending Inc. ("BSCL"), as First Lien Collateral Agent and BSCL, as Second Lien Collateral Agent and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

BUCKEYE CHECK CASHING, INC.

By: C M S
Name: Chad M Streff
Title: COO

BUCKEYE CHECK CASHING II, INC.

By: C M S
Name: Chad M Streff
Title: COO


BUCKEYE CHECK CASHING OF ARIZONA, INC.

By: C M S
Name: Chad M Streff
Title: COO


BUCKEYE CHECK CASHING OF KENTUCKY, INC.

By: C M S
Name: Chad M Streff
Title: COO

BUCKEYE CHECK CASHING OF UTAH, INC.

By: 
Name: Chad M Streff
Title: COO

HOOSIER CHECK CASHING OF OHIO, LTD.

By: 
Name: chad m Streff
Title: COO

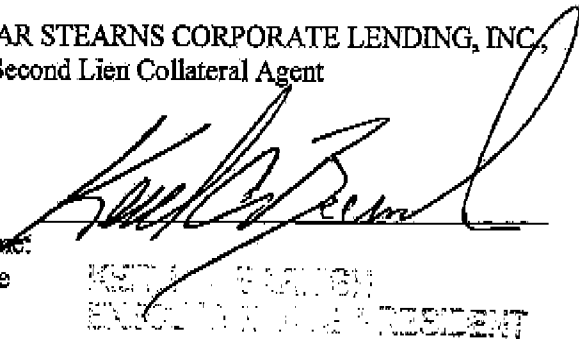
SECOND LIEN TRADEMARK SECURITY AGREEMENT

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ASSIGNEE:

BEAR STEARNS CORPORATE LENDING, INC.,
as Second Lien Collateral Agent

By:
Name:
Title



KEVIN J. SARGENT
EXECUTIVE VICE PRESIDENT

Schedule A to SECOND LIEN TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Registrations and Applications

Trademark	Reg. No.	Reg. Date	Registered Owner	Status
EXPRESS\$ PAYROLL ADVANCE and Design	(78-620,810)	(05/02/2005)	Buckeye Check Cashing II, Inc.	Pending
DESIGN ONLY	2,726,900 (76-432,940)	06/17/2003 (07/22/2002)	Buckeye Check Cashing, Inc., dba Checksmart	Registered
HOME OF THE PAYROLL ADVANCE	2,697,278 (76-312,502)	03/18/2003 (09/14/2001)	Buckeye Check Cashing, Inc.	Registered
GOT A CASE OF THE SHORTS?	1,838,119 (74-427,488)	05/31/1994 (08/20/1993)	Buckeye Check Cashing Inc.	Registered
LIFE HAPPENS. CHECK\$MART HELPS!	(78-750,174)	(11/09/2005)	Buckeye Check Cashing II, Inc.	Pending

U.S. State Trademark Registrations

Trademark	State	Reg. No.	Reg. Date	Registered Owner	Status
CHECK\$MART and Design	Florida	T,200,045	01/07/2000	Buckeye Check Cashing, Inc.	Registered
CHECK\$MART HOME OF THE PAYROLL ADVANCE and Design	Florida	T,200,046	01/07/2000	Buckeye Check Cashing, Inc.	Registered
CASE OF THE SHORTS and Design	Ohio	SM67,982	01/05/1993	Buckeye Check Cashing, Inc.	Registered
CASE OF THE SHORTS	Ohio	SM67,983	01/05/1993	Buckeye Check Cashing, Inc.	Registered
CHECK\$MART	Ohio	1,006,773	05/27/1998	Buckeye Check Cashing Inc.	Registered
CHECK\$MART and Design	Ohio	1,023,687	06/10/1998	Buckeye Check Cashing Inc.	Registered
GOT A CASE OF THE SHORTS? and Design	Ohio	1,344,474	10/04/2002	Buckeye Check Cashing Inc.	Registered