

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Resignation of Agent and Appointment of Successor Agent Under the First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending, Inc		08/27/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	600 E. Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78620810	EXPRES\$ PAYROLL ADVANCE
Registration Number:	2726900	
Registration Number:	2697278	HOME OF THE PAYROLL ADVANCE
Registration Number:	1838119	GOT A CASE OF THE SHORTS?
Serial Number:	78750174	LIFE HAPPENS. CHECK\$MART HELPS!

CORRESPONDENCE DATA

Fax Number: (713)222-3291
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-3306
 Email: tamara.ross@bgllp.com
 Correspondent Name: Constance G. Rhebergen
 Address Line 1: P. O. Box 61389
 Address Line 4: Houston, TEXAS 77208-1389

OP \$140.00 78620810

ATTORNEY DOCKET NUMBER:	013501.000001
NAME OF SUBMITTER:	Constance G. Rhebergen
Signature:	/Constance G. Rhebergen/
Date:	10/10/2008

Total Attachments: 38

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**RESIGNATION AND APPOINTMENT OF AGENT UNDER
CREDIT AGREEMENT AND
SECOND AMENDMENT TO CREDIT AGREEMENT**

This RESIGNATION AND APPOINTMENT OF AGENT UNDER THE CREDIT AGREEMENT AND SECOND AMENDMENT TO THE CREDIT AGREEMENT (this "*Agreement*") is entered into as of August 27, 2008 by and between Bear Stearns Corporate Lending Inc. ("*Resigning Agent*"), The Bank of New York Mellon ("*Successor Agent*"), CheckSmart Financial Company ("*Borrower*") and each of the Lenders signatory hereto, which are party to the Credit Agreement, defined below (the "*Lenders*"), and relates to the Credit Agreement, dated as of May 1, 2006 (as amended, supplemented or otherwise modified prior to the date hereof and as further amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Borrower, the Guarantors party thereto, the Lenders (as defined in the Credit Agreement) party thereto, and Resigning Agent, as Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, on May 16, 2008, Resigning Agent delivered notice of its resignation, effective as of June 14, 2008, as the Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Successor Agent desires to accept its appointment as the successor Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents under the terms and conditions as set forth herein; and

WHEREAS, the parties desire to amend the Credit Agreement as set forth below.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Resignation and Appointment of Agent.

(a) Pursuant to the Credit Agreement and effective as of the date of this Agreement, (i) the Required Lenders hereby appoint Successor Agent as the successor Administrative Agent under the Credit Agreement and the other Loan Documents, (ii) the Majority Facility Lenders with respect to the First Lien Facilities appoint Successor Agent as the successor First Lien Collateral Agent under the Credit Agreement and the other Loan Documents and (iii) Successor Agent accepts its appointment as the successor Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents.

(b) In connection with the agency succession described in the foregoing *clause (a)*, without the need for any further action, (i) Successor Agent hereby succeeds to and hereby is vested with all of the rights, powers, and duties of Resigning Agent (in its capacity as Administrative Agent and First Lien Collateral Agent) under the Credit Agreement and the other Loan Documents, (ii) Resigning Agent's appointment, powers, and duties as Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents are hereby terminated, (iii) all protective provisions (collectively, the "*Protective Provisions*") of the Loan Documents, including without limitation Section 10.7 of the Credit Agreement, shall continue to inure to Resigning Agent's benefit as to any actions taken or omitted to be taken by Resigning Agent while it served as Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents, (iv) Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by Resigning Agent while it served as

Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents or for any other event or action related to the Credit Agreement which occurred prior to the effectiveness of this Agreement, including, without limitation, its continuing entitlement to the benefit of the provisions of Section 10.7 of the Credit Agreement in respect of any actions taken or omitted to be taken by it while acting as Administrative Agent and First Lien Collateral Agent, (v) Resigning Agent shall bear no responsibility for any actions taken or omitted to be taken by Successor Agent as Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents or for any other event or action related to the Credit Agreement which occurs after the effectiveness of its resignation, and (vi) each of Resigning Agent and Borrower authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code Financing Statements, mortgages, and other filings listed on *Exhibit A* hereto (with copies attached) as Successor Agent deems necessary or desirable to evidence Successor Agent's succession as Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents.

(c) As a supplement to and in no way in limitation of the provisions of the foregoing *clauses (a) and (b)*, Resigning Agent hereby assigns all liens and security interests of Resigning Agent (in its capacity as Administrative Agent and First Lien Collateral Agent under the Credit Agreement) in the Collateral to Successor Agent. On and after the effective date of this Agreement, all possessory collateral held by Resigning Agent for the benefit of the Lenders shall be deemed to be held by Resigning Agent as agent and bailee for Successor Agent for the benefit of the Lenders until such time as such possessory collateral has been delivered to Successor Agent. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, any reference to Resigning Agent on any publicly filed document, to the extent such filing relates to the liens and security interests in the Collateral assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Resigning Agent as collateral representative of Successor Agent (provided, that the parties hereto agree that Resigning Agent's role as such collateral representative shall impose no duties, obligations, or liabilities on Resigning Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Required Lenders, the Majority Facility Lenders with respect to the First Lien Facilities or otherwise and the Resigning Agent shall have the full benefit of the Protective Provisions while serving in such capacity). Resigning Agent further agrees, at the sole expense of the Borrower, to execute such documents and to take such other actions as may be reasonably requested by Successor Agent to evidence Successor Agent's liens and security interests in the Collateral.

SECTION 2. Amendment. The Credit Agreement is hereby amended by deleting the phrase "from among the Lenders" from the second sentence of Section 10.9(a).

SECTION 3. Consent of Required Lenders and Majority Facility Lenders. Each of the Required Lenders and Majority Facility Lenders with respect to the First Lien Facilities hereby consents to the resignation of Resigning Agent as Administrative Agent and First Lien Collateral Agent under the Credit Agreement and the other Loan Documents and such Lenders and Borrower (to the extent that Borrower's consent may be required) hereby consent to the appointment of Successor Agent as successor Administrative Agent and First Lien Collateral Agent under the Credit Agreement and other Loan Documents pursuant to the terms of this Agreement.

SECTION 4. Conditions to Effectiveness of this Agreement. This Agreement shall become effective as of the date hereof (the "*Effective Date*") upon receipt by Successor Agent of (i) this Agreement duly executed and delivered by Resigning Agent, Borrower, the Required Lenders and the Majority Facility Lenders with respect to the First Lien Facilities; (ii) *Exhibit A* to this Agreement; and (iii) administrative/collateral agency fees owed to Successor Agent to the extent invoiced to Borrower at least one (1) Business Day prior to the Effective Date.

SECTION 5. Miscellaneous.

(a) Each of Resigning Agent, Successor Agent, and Borrower hereby agrees from time to time, upon request of Resigning Agent or Successor Agent, to take such additional actions and to execute and deliver such additional documents and instruments as such Person may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement, all at the cost of Borrower.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) Reference to and Effect on the Credit Agreement and the other Loan Documents.

(i) The Credit Agreement and the other Loan Documents as specifically amended or affected by this Agreement shall remain in full force and effect and are hereby ratified and confirmed.

(ii) Upon the execution and delivery of this Agreement by the Resigning Agent, the Successor Agent, the Required Lenders, Majority Facility Lenders with respect to the First Lien Facilities, and Borrower, this Agreement shall be considered to be a Credit Document, and the Credit Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Agreement.

(iii) The Resigning Agent, the Successor Agent and the Lenders expressly reserve all of their rights and remedies under the Credit Agreement, the other Loan Documents, and applicable law, including, without limitation, their rights and remedies arising as a result of any Defaults or Events of Default that have occurred or may occur subsequent to the execution and delivery of this Agreement, all rights and remedies against the Collateral and all rights and remedies with respect to all unpaid Obligations.

(d) For the purposes hereof and for purposes of the Credit Agreement and the other Loan Documents, the notice address of Resigning Agent and Successor Agent shall be as set forth below its name on the signature pages hereto. Any notice or other communication herein required or permitted to be given shall be in writing and delivered in accordance with the notice provisions of the Credit Agreement.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of

the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(g) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

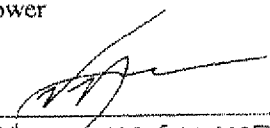
(h) This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and with the same effect as if such signatures had been made upon the same Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CHECKSMART FINANCIAL COMPANY,
as Borrower

By:


Name: VE SAUNDERS

Title: CEO

Address for Notices:

CheckSmart Financial Company
7001 Post Road, Suite 200
Dublin, OH 43016
Telephone: (614) 798-5900
Facsimile: (614) 760-4047
Attention: Chief Financial Officer

With a copy to:

Diamond Castle Holdings, LLC
280 Park Avenue
East Tower, 25th Floor
New York, NY 10017
Telephone: (212) 300-1910
Facsimile: (212) 983-1234
Attention: Andrew Rush


Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8689
Facsimile: (212) 310-8007
Attention: Andrew J. Yoon

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0300

BEAR STEARNS CORPORATE LENDING INC.,
as Resigning Agent

By:


Name: MANOCHERE ALAMGIR
Title: AUTHORISED SIGNATORY

Address for Notices:

Bear Stearns Corporate Lending Inc./JPMorgan Chase
Bank N.A.
C/O 277 Park Avenue, 8th Floor
New York, NY 10172
Telephone: (212) 622-4504
Facsimile: (212) 622-4556
Attention: Manochere Alamgir

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0301

THE BANK OF NEW YORK MELLON, as Successor
Agent

By:

Name: 

Title: V.P.

Address for Notices:

The Bank of New York Mellon
600 E. Las Colinas Blvd., Suite 1300
Irving, TX 75039
Attn: Bob Hingston
Phone (972) 401-8553
Fax (972) 401-8551
E-Mail: bhingston@bankofny.com

With a copy to:

Bracewell & Giuliani, LLP
1177 Avenue of the Americas
New York, NY 10036-2714
Phone: (212) 508-6155
Fax: (212) 938-3867
Attention: Mark B. Joachim

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0302

Huntington National Bank, as a Lender

By:

Name:

Title:

J. M. Parker
SVP

Revolving Commitment: \$ 23,000,000

Term B Tranche Loans: \$ _____

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0303

Fifth Third Bank, as a Lender

By: Anthony F. Salvatore
Name: Anthony F. Salvatore
Title: SVP

Revolving Commitment: \$ 5,000,000.00
Term B Tranche Loans: \$ 14,236,552.37
Incremental Term Loans: \$ -0-
Second Lien Term Loans: \$ -0-

Address for Notices:

Fifth Third Bank
Commercial Banking Division
21 E. State Street
Columbus, OH 43215

Par-Four Master Fund, Ltd. as a Lender

By: 
Name: _____
Title: Edward Labrenz
Authorized Signat: _____

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 2,990,105

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

Par-Four Investment Management, LLC
Attn: Ed Labrenz
50 Tice Blvd.
Woodcliff Lake, NJ 07677

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0305

Sunrise Partners Limited Partnership, as a Lender

By: 
Name: _____
Title: Michael J. Berner, Vice President

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 9,236,066

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices: **Two American Lane
Greenwich, CT 06836-2571**

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0306

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Floating Rate Fund
By Hartford Investment Management
Company, its Sub-advisor

By: 
Name: _____
Title: *Frances Ossino*
 SUP

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 9 646 480.52

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

State Street Corporation
2 Avenue de Lafayette
Boston, MA 02111

FAX TO:
617-988-9603

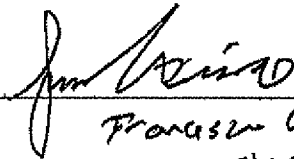
Contacts:
Jayme Lamphere 860-297-6894
Hersh Gargi 617-662-1639

Hartford Institutional Trust, on behalf of its
Floating Rate Bank Loan Series,

By: Hartford Investment Management
Company, its Investment Manager

By:

Name:
Title:


Francis O'Sullivan
SVP

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1 453 872.86

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____


Address for Notices


Hartford Investment Management Company
55 Farmington Ave, 9th floor
Hartford, CT 06105

FAX TO:
860-757-5665
213-553-9780

Contacts:
Jayme Lamphere 860-297-6894
Amy Fou 213-553-4313

UBS AG, STAMFORD BRANCH , as a Lender

By: 
Name: _____
Title: Douglas Gervolino
Director
Banking Products
Services, US

By: 
Name: Leslie Evans
Associate Director
Banking Product
Services, US
Title: _____

Revolving Commitment: \$ _____
Term B Tranche Loans: \$ 8,925,553.22
Incremental Term Loans: \$ _____
Second Lien Term Loans: \$ _____

Address for Notices: See attached.

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0309

ColumbusNova CLO Ltd. 2006-I

_____ as a Lender

By: 
Name: BEN PETERSON
Title: ASSOCIATE DIRECTOR

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1.90M

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

Columbus Nova Credit Investments
200 S. Tryon Street, Suite 1200
Charlotte, NC 28202

ColumbusNova CLO Ltd. 2006-II

as a Lender

By:



Name: BEN PETERSON

Title: ASSOCIATE DIRECTOR

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 2.85M

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

Columbus Nova Credit Investments
200 S. Tryon Street, Suite 1200
Charlotte, NC 28202

ColumbusNova CLO IV Ltd. 2007-II

as a Lender

By:



Name: BEN PETERSON

Title: ASSOCIATE DIRECTOR

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 2.88M

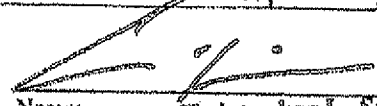
Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

Columbus Nova Credit Investments
200 S. Tryon Street, Suite 1200
Charlotte, NC 28202

OBIX Finance Corp. as a Lender

By: 
Name: Christopher L. Smith
Title: Authorized Representative

Revolving Commitment: \$ _____
Term B Traicbe Loans: \$ 7,146,379.68
Incremental Term Loans: \$ _____
Second Lien Term Loans: \$ 6,900,000

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

GULF STREAM-COMPASS CLO 2004-I LTD
BY: GULF STREAM ASSET MANAGEMENT LLC
AS COLLATERAL MANAGER

GULF STREAM-COMPASS CLO 2005-I LTD
BY: GULF STREAM ASSET MANAGEMENT LLC
AS COLLATERAL MANAGER

GULF STREAM-COMPASS CLO 2005-II LTD
BY: GULF STREAM ASSET MANAGEMENT LLC
AS COLLATERAL MANAGER

GULF STREAM-SEXTANT CLO 2007-I LTD
BY: GULF STREAM ASSET MANAGEMENT LLC
AS COLLATERAL MANAGER

_____ as a Lender

By: 
Name: Barry K. Love
Title: Chief Credit Officer

Revolving Commitments: \$ _____
Term B Tranche Loans: \$ 6,653,007 _____
Incremental Term Loans: \$ _____
Second Lien Term Loans: \$ _____

Address for Notices:

4201 Congress Street
Suite 475
Charlotte, NC 28209

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

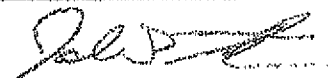
Denali Capital LLC, managing member of
DC Funding Partners LLC, portfolio manager for
DENALI CAPITAL CLO VI, LTD., or an affiliate

_____ as a Lender

By: _____

Name: _____

Title: _____



JOHN T. THACKERIE
CHIEF CREDIT OFFICER

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1,898,207

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

Denali Capital
2001 Spring Rd. Ste 220
Oak Brook, IL 60523

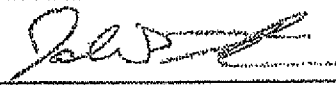
SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0315

Denali Capital LLC, managing member of
DC Funding Partners LLC, portfolio manager for
DENALI CAPITAL CLO VII, LTD. or an affiliate

_____, as a Lender

By:


Name: JOHN F. THACKER
Title: CHIEF CREDIT OFFICER

Revolving Commitment: \$ —

Term B Tranche Loans: \$ 1,902,964

Incremental Term Loans: \$ —

Second Lien Term Loans: \$ —

Address for Notices:

Denali Capital
2001 Spring Rd. Ste 220
Oak Brook, IL 60523

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0316

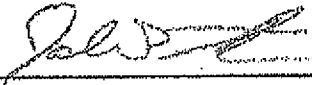
Denali Capital LLC, managing member of
DC Funding Partners LLC, portfolio manager for DENALI
CAPITAL CREDIT OPPORTUNITY FUND FINANCING,
LTD., or an affiliate

, as a Lender

By:

Name:

Title:


JOHN R. MACCALLUM

CHIEF CREDIT OFFICER

Revolving Commitment: \$ —

Term B Tranche Loans: \$ 1,898,207

Incremental Term Loans: \$ —

Second Lien Term Loans: \$ —

Address for Notices:

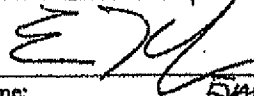
Denali Capital
2001 Spring Rd. Ste 220
Oak Brook, IL 60523

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0317

Bear Stearns Corporate Lending as a Lender

By:


Name: EVAN KAUFMAN
Title: AUTHORIZED SIGNATORY

Revolving Commitment: \$ 2,000,000.00

Term B Tranche Loans: \$ 5,672,153.62

Incremental Term Loans: \$ _____

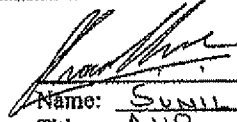
Second Lien Term Loans: \$ 100,000.00

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

ST. JAMES RIVER CLO LTD, as a Lender

By:


Name: SUNIL PRADHAN
Title: AVP

Revolving Commitment: \$ ϕ

Term B Tranche Loans: \$ 1,907,518.09

Incremental Term Loans: \$ ϕ

Second Lien Term Loans: \$ ϕ

Address for Notices:


SEE ATTACHED

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0319

DIAMOND LAKE CLO LTD. as a Lender

By:


Name: SUNIL PRADHAN
Title: AVP

Revolving Commitment: \$ ∅

Term B Tranche Loans: \$ 2,839,817.56

Incremental Term Loans: \$ ∅

Second Lien Term Loans: \$ ∅

Address for Notices:

SEE ATTACHED

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

LANDMARK VII CDO, LIMITED

By: Aladdin Capital Management, LLC, as a Lender

By:



Name: Palo Blum-Tucker

Title: Authorized Signatory

Address for Notices:

Aladdin Capital Management
6 Landmark Square, 6th Floor
Stamford, CT 06901

Holdings: \$2,372,758

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

TRADEMARK
REEL: 003869 FRAME: 0321

AVENUE CLO III, LIMITED

as a Lender

By:


Name: RICHARD D'ADDARIO
Title: SENIOR PORTFOLIO MANAGER

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 189,321,711

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

Ventus CLO II, LTD. as a Lender

By: John T. Spellman
Name: John T. Spellman
Title: Attorney-in-Fact

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1,423,655.24

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices: Rabobank Int'l
Corporate Securities
Portfolio Mgmt
245 Park Ave, FL37
New York, NY 10167

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

ACA CLO 2005-1, LTD as a Lender
by its investment advisor Apidos Capital Management, LLC

By:

Name:

Title:

[Signature]
John Stinson

Authorized Signatory

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1,893,211.70

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

ACA CLO 2006-1, LTD., as a Lender
by its investment advisor Apidos Capital Management, LLC

By:

Name:

Title:

[Signature]
John Stetwason

Authorized Signatory

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1,893,211.70

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

ACA CLO 2006-2, LTD, as a Lender
by its investment advisor Apex Capital Management, LLC

By: _____
Name: John Steinhilber
Title: Authorized Signatory

Revolving Commitment: \$ _____

Term B Tranche Loans: \$ 1,893,211.70

Incremental Term Loans: \$ _____

Second Lien Term Loans: \$ _____

Address for Notices:

SIGNATURE PAGE TO RESIGNATION AND APPOINTMENT
OF AGENT AGREEMENT

EXHIBIT A
UCC FINANCING STATEMENTS
[Mortgages/ Other Filings]
(See Attached)

**Buckeye
Collateral Summary
First Lien
UCC Financing Statements**

Name of Debtor	State of Organization	UCC Filing Jurisdiction/Office	File Number/ Date Filed
BCCI CA, LLC	Delaware	Delaware Secretary of State	20081541653 5-2-08
BCCI Management Company	Ohio	Ohio Secretary of State	OH00101714934 5-3-06
Buckeye Check Cashing, Inc.	Ohio	Ohio Secretary of State	OH00101711231 5-3-06
Buckeye Check Cashing II, Inc.	Ohio	Ohio Secretary of State	OH00101712243 5-3-06
Buckeye Check Cashing of Arizona, Inc	Ohio	Ohio Secretary of State	OH00101712576 5-3-06
Buckeye Check Cashing of California, LLC	Delaware	Delaware Secretary of State	20072239316 6-14-07
Buckeye Check Cashing of Florida, Inc.	Ohio	Ohio Secretary of State	OH00101713033 5-3-06
Buckeye Check Cashing of Kansas, LLC	Delaware	Delaware Secretary of State	20081541612 5-2-08
Buckeye Check Cashing of Kentucky, Inc.	Ohio	Ohio Secretary of State	OH00101713811 5-3-06
Buckeye Check Cashing of Michigan, Inc.	Delaware	Delaware Secretary of State	61499011 5-3-06
Buckeye Check Cashing of Minnesota, LLC	Delaware	Delaware Secretary of State	20081541570 5-2-08
Buckeye Check Cashing of Missouri, LLC	Delaware	Delaware Secretary of State	20081541554 5-2-08
Buckeye Check Cashing of Pennsylvania, LLC	Delaware	Delaware Secretary of State	20081541539 5-2-08
Buckeye Check Cashing of Rhode Island, LLC	Delaware	Delaware Secretary of State	20081541430 5-2-08
Buckeye Check Cashing of Texas, LLC	Delaware	Delaware Secretary of State	20081541406 5-2-08
Buckeye Check Cashing of Utah, Inc.	Ohio	Ohio Secretary of State	OH00101713699 5-3-06
Buckeye Check Cashing of Virginia, Inc.	Ohio	Ohio Secretary of State	OH00101713366 5-3-06
Buckeye Commercial Check Cashing of Florida, LLC	Delaware	Delaware Secretary of State	20081541380 5-2-08
Buckeye Title Loans of California, LLC	Delaware	Delaware Secretary of State	20081541364 5-2-08
Buckeye Title Loans of Kansas, LLC	Delaware	Delaware Secretary of State	20081541315 5-2-08
Buckeye Title Loans of Missouri, LLC	Delaware	Delaware Secretary of State	20081541265 5-2-08
Buckeye Title Loans, Inc.	Ohio	Ohio Secretary of State	OH00101715613 5-3-06
Buckeye Title Loans of Utah, LLC	Delaware	Delaware Secretary of State	61499102 5-3-06
Buckeye Title Loans of Virginia, LLC	Delaware	Delaware Secretary of State	61499136 5-3-06

Name of Debtor	State of Organization	UCC Filing Jurisdiction/Office	File Number/ Date Filed
CheckSmart Financial Company .	Delaware	Delaware Secretary of State	61498419 5-3-06
CheckSmart Financial Holdings Corp.	Delaware	Delaware Secretary of State	61498518 5-3-06
CheckSmart Financial, LLC	Delaware	Delaware Secretary of State	20081541208 5-2-08
CheckSmart Money Order Services, LLC	Delaware	Delaware Secretary of State	20081541125 5-2-08
Express Payroll Advance of Ohio, Inc.	Ohio	Ohio Secretary of State	OH00101715279 5-3-06
Express Payroll Advance of Virginia, Inc.	Virginia	State Corporation Commission of Virginia	060503 7310-2 5-3-06
Hoosier Check Cashing of Ohio, Ltd	Ohio	Ohio Secretary of State	OH00101710441 5-3-06

**Buckeye
Collateral Summary
Second Lien
UCC Financing Statements**

Name of Debtor	State of Organization	UCC Filing Jurisdiction/Office	File Number/Date Filed
BCCI CA, LLC	Delaware	Delaware Secretary of State	20081542057 5-2-08
BCCI Management Company	Ohio	Ohio Secretary of State	OH00101710007 5-3-06
Buckeye Check Cashing, Inc.	Ohio	Ohio Secretary of State	OH00101716625 5-3-06
Buckeye Check Cashing II, Inc.	Ohio	Ohio Secretary of State	OH00101717071 5-3-06
Buckeye Check Cashing of Arizona, Inc	Ohio	Ohio Secretary of State	OH00101717415 5-3-06
Buckeye Check Cashing of California, LLC	Delaware	Delaware Secretary of State	20072239241 6-14-07
Buckeye Check Cashing of Florida, Inc.	Ohio	Ohio Secretary of State	OH00101717859 5-3-06
Buckeye Check Cashing of Kansas, LLC	Delaware	Delaware Secretary of State	20081542016 5-2-08
Buckeye Check Cashing of Kentucky, Inc.	Ohio	Ohio Secretary of State	OH00101709539 5-3-06
Buckeye Check Cashing of Michigan, Inc.	Delaware	Delaware Secretary of State	61498526 5-3-06
Buckeye Check Cashing of Minnesota, LLC	Delaware	Delaware Secretary of State	20081541984 5-2-08
Buckeye Check Cashing of Missouri, LLC	Delaware	Delaware Secretary of State	20081541968 5-2-08
Buckeye Check Cashing of Pennsylvania, LLC	Delaware	Delaware Secretary of State	20081541943 5-2-08
Buckeye Check Cashing of Rhode Island, LLC	Delaware	Delaware Secretary of State	20081541927 5-2-08
Buckeye Check Cashing of Texas, LLC	Delaware	Delaware Secretary of State	20081541893 5-2-08
Buckeye Check Cashing of Utah, Inc.	Ohio	Ohio Secretary of State	OH00101709084 5-3-06

Name of Debtor	State of Organization	UCC Filing Jurisdiction/Office	File Number/ Date Filed
Buckeye Check Cashing of Virginia, Inc.	Ohio	Ohio Secretary of State	OH00101718205 5-3-06
Buckeye Commercial Check Cashing of Florida, LLC	Delaware	Delaware Secretary of State	20081541851 5-2-08
Buckeye Title Loans of California, LLC	Delaware	Delaware Secretary of State	20081541810 5-2-08
Buckeye Title Loans of Kansas, LLC	Delaware	Delaware Secretary of State	20081541802 5-2-08
Buckeye Title Loans of Missouri, LLC	Delaware	Delaware Secretary of State	20081541786 5-2-08
Buckeye Title Loans, Inc.	Ohio	Ohio Secretary of State	OH00101711786 5-3-06
Buckeye Title Loans of Utah, LLC	Delaware	Delaware Secretary of State	61498591 5-3-06
Buckeye Title Loans of Virginia, LLC	Delaware	Delaware Secretary of State	61498674 5-3-06
CheckSmart Financial Company .	Delaware	Delaware Secretary of State	61499144 5-3-06
CheckSmart Financial Holdings Corp.	Delaware	Delaware Secretary of State	61499326 5-3-06
CheckSmart Financial, LLC	Delaware	Delaware Secretary of State	20081541745 5-2-08
CheckSmart Money Order Services, LLC	Delaware	Delaware Secretary of State	20081541679 5-2-08
Express Payroll Advance of Ohio, Inc.	Ohio	Ohio Secretary of State	OH00101710885 5-3-06
Express Payroll Advance of Virginia, Inc.	Virginia	State Corporation Commission of Virginia	060503 7300-9 5-3-06
Hoosier Check Cashing of Ohio, Ltd	Ohio	Ohio Secretary of State	OH00101715946 5-3-06

Buckeye Equity Certificates

Issuer	Holder	Certificate No.	Shares	Power
BCCI Management Company	CheckSmart Financial Company	8	100	Yes
Buckeye Check Cashing, Inc.	CheckSmart Financial Company	18	41	Yes
Buckeye Check Cashing II, Inc.	CheckSmart Financial Company	10	41	Yes
Buckeye Check Cashing of Arizona, Inc.	CheckSmart Financial Company	8	41	Yes
Buckeye Check Cashing of Florida, Inc.	CheckSmart Financial Company	8	41	Yes
Buckeye Check Cashing of Kentucky, Inc.	CheckSmart Financial Company	6	41	Yes
Buckeye Check Cashing of Michigan, Inc.	CheckSmart Financial Company	6	41	Yes
Buckeye Check Cashing of Utah, Inc.	CheckSmart Financial Company	6	41	Yes
Buckeye Check Cashing of Virginia, Inc.	CheckSmart Financial Company	8	41	Yes
Buckeye Title Loans, Inc.	CheckSmart Financial Company	6	41	Yes
CheckSmart Financial Company	CheckSmart Financial Holdings Corp.	1	100	Yes
Express Payroll Advance of Ohio, Inc.	CheckSmart Financial Company	6	41	Yes
Express Payroll Advance of Virginia, Inc.	CheckSmart Financial Company	6	100	Yes

Buckeye Pledged Debt

Lender	Borrower	Amount	Issue Date	Due Date
CheckSmart Financial Company	Buckeye Check Cashing, Inc.	\$91,892,921.81	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing, Inc.	\$41,700,617.00	May 1, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing, Inc.	\$10,440,813.10	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing II, Inc.	\$33,550.00	May 1, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Arizona, Inc.	\$10,922,054.16	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Arizona, Inc.	\$3,147,472.00	May 1, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Florida, Inc.	\$1,764,942.77	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Kentucky, Inc.	\$647,145.68	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Michigan, Inc.	\$38,240.43	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Utah, Inc.	\$1,882,605.62	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Virginia, Inc.	\$6,235,542.80	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Check Cashing of Virginia, Inc.	\$3,100,642.00	May 1, 2006	May 1, 2013
CheckSmart Financial Company	Express Payroll Advance of Ohio, Inc.	\$100,013.42	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Hoosier Check Cashing of Ohio, Ltd	\$7,946,360.65	April 30, 2006	May 1, 2013
CheckSmart Financial Company	Buckeye Title Loans, Inc.	\$147,078.56	April 30, 2006	May 1, 2013