

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOLLAR FINANCIAL GROUP, INC.		10/25/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG
Street Address:	60 Wall Street
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4359883	AMERICAN CHECK CASHER
Registration Number:	4359882	AMERICAN CHECK CASHER
Registration Number:	2606704	CASH 'TIL PAYDAY
Registration Number:	1987764	CASH 'TIL PAYDAY
Registration Number:	3135519	CUSTOMCASH
Registration Number:	4149392	DFC GLOBAL CORP
Registration Number:	2611963	MILES
Registration Number:	2611964	MILES
Serial Number:	85757598	MILES
Serial Number:	85779296	MILES
Serial Number:	85791715	MILES OPENING DOORS.
Serial Number:	85791726	MILES SIMPLY SMARTER LOANS.
Serial Number:	85791744	MILES YOUR LOAN. YOUR FUTURE.

OP \$790.00 4359883

Registration Number:	4153287	
Registration Number:	2482709	MOMENTUM
Registration Number:	3224770	MOMENTUM
Registration Number:	3365388	MONEY CORNER
Registration Number:	2244158	MONEY MART
Registration Number:	3206120	MONEY MART
Serial Number:	85883687	MONEY MART
Serial Number:	85889458	MONEY MART
Registration Number:	2700559	MONEY MART EXPRESS
Registration Number:	1666938	QWICASH
Registration Number:	1667837	QWICASH
Serial Number:	85656572	S&R SINCE 1770
Serial Number:	85656561	SUTTONS & ROBERTSONS PAWNBROKERS OF DIST
Serial Number:	85545768	SUTTONS AND ROBERTSONS
Registration Number:	1979012	THE CHECK CASHING STORE
Registration Number:	2824988	THE CHECK CASHING STORE
Registration Number:	2899391	THE CHECK CASHING STORE
Serial Number:	86096576	MOMENTUM

**CORRESPONDENCE DATA**

Fax Number: 4122883063  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 412-288-3008  
Email: chughes@reedsmith.com  
Correspondent Name: Clay P. Hughes, Esq.  
Address Line 1: P.O. BOX 488  
Address Line 4: PITTSBURGH, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:	738016.20001 CPH
NAME OF SUBMITTER:	Clay P. Hughes
Signature:	/Clay P. Hughes/
Date:	10/25/2013

Total Attachments: 7  
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**TRADEMARK**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated October 25, 2013, made by DOLLAR FINANCIAL GROUP, INC., a New York corporation (the “Grantor”), in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, as administrative agent (together with its successors, in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in connection with the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Credit Agreement”), among Dollar Financial Corp., a Delaware corporation, Dollar Financial Group, Inc., a New York corporation, National Money Mart Company, an unlimited company organized under the laws of the Province of Nova Scotia, Canada, Dollar Financial UK Limited, a limited liability company incorporated under the laws of England and Wales with registered number 03701758, DF Eurozone (UK) Limited, a limited liability company incorporated under the laws of England and Wales with a registered number of 8440244, any entity joined thereto as a Borrower or Non-Loan Party Borrower from time to time pursuant to the terms of the Credit Agreement, the banks and other financial institutions or entities from time to time party thereto as lenders (the “Lenders”), the Administrative Agent, and DEUTSCHE BANK AG, NEW YORK BRANCH, as security trustee.

## WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof, made by the Grantor and the other grantors party thereto in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Collateral Agreement”), the Grantor granted to the Administrative Agent, for the ratable benefit of the respective Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations under the Credit Agreement, Collateral Agreement and other Loan Documents.

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent agree as follows:

***Section 1. Defined Terms***

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations under the Credit Agreement, Collateral Agreement and other Loan Documents, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral")

(i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof;

(ii) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule A hereto; and

(iii) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except (A) to the extent that the terms in such contract, license, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent are not permitted under the terms of the Credit Agreement or (B) to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document (including any shareholder agreement or similar agreement) providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity (provided that notwithstanding the foregoing, such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Trademark Collateral that does not result in such consequences); and, provided, further that no United States intent-to-use trademark or service mark application shall be included in the term "Trademark Collateral" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under

Federal law; after such period, the Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral.

***Section 3. Rights and Remedies of Administrative Agent***

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are in addition to those rights and remedies set forth in the Collateral Agreement and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

***Section 4. Modifications***

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

***Section 5. Applicable Law***

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

***Section 6. Recordation***

Grantor authorizes and requests that the Commissioner of Patents and Trademarks, as well as any equivalent foreign governing body or institution as may be applicable, record this Agreement.

***Section 7. Counterparts***

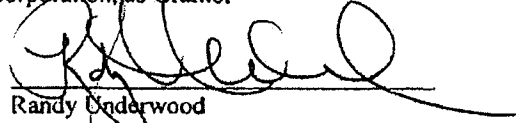
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[signature pages follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOLLAR FINANCIAL GROUP, INC., a New York corporation, as Grantor

By:

  
Randy Underwood  
Executive Vice President  
and Chief Financial Officer

STATE OF Pennsylvania  
ss.:  
COUNTY OF Chester

On this 24<sup>th</sup> day of October, 2013, before me personally came Randy Underwood to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the EVP + CFO of Dollar Financial Group, Inc., a New York corporation, and that he executed the foregoing instrument in the firm name of Dollar Financial Group, Inc. and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
[Notary Seal]

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
ANNE E. MITZELFELT, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires September 9, 2014


[Trademark Security Agreement Signature Page]

TRADEMARK  
REEL: 005139 FRAME: 0557

Accepted and Agreed:

DEUTSCHE BANK AG, NEW YORK BRANCH,  
as Granted

By:   
Name: **Kirk L. Tashjian**  
Title: **Vice President**

By:   
Name: **Peter Cucchiara**  
Title: **Vice President**

(Signature Page to Trademark Security Agreement)



Schedule A  
to  
Trademark Security Agreement

<b>Trademark / Service Mark</b>	<b>Current Owner of Record</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AMERICAN CHECK CASHER & Design (color)	Dollar Financial Group, Inc.	Registered	4,359,883	7/2/2013
AMERICAN CHECK CASHER & Design (black and white)	Dollar Financial Group, Inc.	Registered	4,359,882	7/2/2013
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	2,606,704	8/13/2002
CASH 'TIL PAYDAY	Dollar Financial Group, Inc.	Registered	1,987,764	7/16/1996
CUSTOMCASH	Dollar Financial Group, Inc.	Registered	3,135,519	8/29/2006
DFC GLOBAL CORP & Design	Dollar Financial Group, Inc.	Registered	4,149,392	3/6/2012
MILES	Dollar Financial Group, Inc.	Registered	2,611,963	8/27/2002
MILES & Design	Dollar Financial Group, Inc.	Registered	2,611,964	8/27/2002
MILES & Design (black and white)	Dollar Financial Group, Inc.	Pending	App No 85/757,598	Filing Date 10/18/2012
MILES & Design (color)	Dollar Financial Group, Inc.	Pending	App No 85/779,296	Filing Date 11/14/2012
MILES OPENING DOORS & Design	Dollar Financial Group, Inc.	Pending	App No 85/791,715	Filing Date 11/30/2012
MILES SIMPLY SMARTER LOANS & Design	Dollar Financial Group, Inc.	Pending	App No 85/791,726	Filing Date 11/30/2012
MILES YOUR LOAN YOUR FUTURE & Design	Dollar Financial Group, Inc.	Pending	App No 85/791,744	Filing Date 11/30/2012
MISCELLANEOUS DOLLAR SIGN Design	Dollar Financial Group, Inc.	Registered	4,153,287	6/5/2012
MOMENTUM	Dollar Financial Group, Inc.	Registered	2,482,709	8/28/2001
MOMENTUM (Stylized)	Dollar Financial Group, Inc.	Registered	3,224,770	4/3/2007
MONEY CORNER	Dollar Financial Group, Inc.	Registered	3,365,388	1/8/2008
MONEY MART	Dollar Financial Group, Inc.	Registered	2,244,158	5/11/1999
MONEY MART	Dollar Financial Group, Inc.	Registered	3,206,120	2/6/2007
MONEY MART	Dollar Financial Group, Inc.	Pending	App No 85/883,687	Filing Date 3/22/2013
MONEY MART & Design	Dollar Financial Group, Inc.	Pending	App No 85/889,458	Filing Date 3/28/2013

Trademark / Service Mark	Current Owner of Record	Status	Reg. No.	Reg. Date
MONEY MART EXPRESS	Dollar Financial Group, Inc.	Registered	2,700,559	3/25/2003
QWICASH	Dollar Financial Group, Inc.	Registered	1,666,938	12/3/1991
QWICASH and Design	Dollar Financial Group, Inc.	Registered	1,667,837	12/10/1991
S&R SINCE 1770 & Design	Dollar Financial Group, Inc.	Pending	App No 85/656,572	Filing Date 6/20/2012
SUTTONS & ROBERTSONS PAWNBROKERS OF DISTINCTION LONDON 1770	Dollar Financial Group, Inc.	Pending	App No 85/656,561	Filing Date 6/20/2012
SUTTONS & ROBERTSONS	Dollar Financial Group, Inc.	Pending	App No 85/545,768	Filing Date 2/17/2012
THE CHECK CASHING STORE & Design (black and white)	Dollar Financial Group, Inc.	Registered	1,979,012	6/4/1996
THE CHECK CASHING STORE & Design (black and white)	Dollar Financial Group, Inc.	Registered	2,824,988	3/23/2004
THE CHECK CASHING STORE & Design (color)	Dollar Financial Group, Inc.	Registered	2,899,391	11/2/2004
	Dollar Financial Group, Inc.	Pending	App No 86/096,576	10/21/2013