

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		06/13/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dollar Financial Group, Inc.		
Street Address:	1436 Lancaster Avenue		
Internal Address:	Suite 300		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2606704	CASH 'TIL PAYDAY	
Registration Number:	1987764	CASH 'TIL PAYDAY	
Registration Number:	3135519	CUSTOMCASH	
Registration Number:	3224770	MOMENTUM	
Registration Number:	2482709	MOMENTUM	
Registration Number:	3206120	MONEY MART	
Registration Number:	2244158	MONEY MART	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0380		

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TRADEMARK

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/03/2014
Total Attachments: 4 source= Sterling-Wells Fargo TM Release 038507-0380#page1.tif source= Sterling-Wells Fargo TM Release 038507-0380#page2.tif source= Sterling-Wells Fargo TM Release 038507-0380#page3.tif source= Sterling-Wells Fargo TM Release 038507-0380#page4.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 12, 2014, from WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Agent") in favor of DOLLAR FINANCIAL GROUP, INC., a New York corporation, located at 1436 Lancaster Avenue, Suite 300, Berwyn, PA 19312 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that (i) Supplemental Security Agreement (Trademarks) dated as of November 13, 2003 (the "2003 Trademark Security Agreement") and that (ii) Trademark Security Agreement dated October 30, 2006 (the "2006 Trademark Security Agreement" and together with the 2003 Trademark Security Agreement, the "Trademark Security Agreements"), Borrower granted to Agent a continuing security interest in and a right of setoff against, all Borrower's right, title and interest in, to and under the Collateral (as defined in each of the Trademark Security Agreements), including, without limitation, the United States Trademark registrations set forth on Schedule A attached hereto (the "Trademark Collateral");

WHEREAS, Borrower and Agent entered into the 2003 Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement between Borrower and Agent, dated November 13, 2003;

WHEREAS, the 2003 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 21, 2003 at Reel/Frame 2751/0490;

WHEREAS, Borrower and Agent entered into the 2006 Trademark Security Agreement pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement by and between Borrower and Agent, dated October 30, 2006; and

WHEREAS, the 2006 Trademark was recorded with the United States Patent and Trademark Office on November 1, 2006 at Reel/Frame 003420/0289;

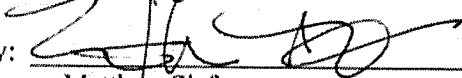
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates the Trademark Security Agreements, (ii) assigns to Borrower all of agent's right, title and interest (if any) in and to the Trademark Collateral and (iii) terminates, cancels and releases any and all security interest it has against the Trademark Collateral.

Agent shall take all further reasonable actions, and provide to Borrower, Borrower's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Borrower to more fully and effectively effectuate the purposes of this Release, in each case, at Borrower's expense.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION
Administrative Agent

By: 

Name: Matthew Siefer

Title: Senior Vice President

[Signature Page to Wells Fargo Trademark Security Interest Release]

ACKNOWLEDGED AND AGREED:

DOLLAR FINANCIAL GROUP, INC.

By: 

Name: Randy Underwood

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Wells Fargo Trademark Security Interest Release]

TRADEMARK
REEL: 005315 FRAME: 0743

SCHEDULE A
TO THE RELEASE OF SECURITY INTEREST IN TRADEMARKS RIGHTS
TRADEMARK COLLATERAL

Trademark	Application Number Application Date	Registration Number Registration Date	Owner
CASH 'TIL PAYDAY	76116084 8/25/2000	2606704 8/13/2002	Dollar Financial Group, Inc.
CASH 'TIL PAYDAY	74686226 6/9/1995	1987764 7/16/1996	Dollar Financial Group, Inc.
CUSTOMCASH	78693412 8/16/2005	3135519 8/29/2006	Dollar Financial Group, Inc.
MOMENTUM <i>momentum</i>	78860807 4/13/2006	3224770 4/3/2007	Dollar Financial Group, Inc.
MOMENTUM	75400990 12/5/1997	2482709 8/28/2001	Dollar Financial Group, Inc.
MONEY MART	78857423 4/10/2006	3206120 2/6/2007	Dollar Financial Group, Inc.
MONEY MART	75231431 1/27/1997	2244158 5/11/1999	Dollar Financial Group, Inc.