

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		10/05/2006	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Check-X-Change Corporation		
Street Address:	c/o Ace Cash Express, Inc., 1231 Greenway Drive, Suite 600		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1793853	CHECK-X-CHANGE	
CORRESPONDENCE DATA			
Fax Number:	(917)777-2656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-2656		
Email:	eziff@skadden.com		
Correspondent Name:	Elaine D. Ziff		
Address Line 1:	Four Times Square		
Address Line 2:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 4:	New York, NEW YORK 10036-6522		
ATTORNEY DOCKET NUMBER:	301720/76		
NAME OF SUBMITTER:	Elaine D. Ziff		
Signature:	/Elaine Ziff/		

CH \$40.00 1793853

Date:

11/10/2006

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of October 5, 2006, from Wells Fargo Bank, National Association, successor-by-merger to Wells Fargo Bank Texas, National Association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Check-X-Change Corporation, a California corporation ("CXC").

WHEREAS, pursuant to the Assignment of Deposit Accounts and Security Agreement, dated as of March 31, 2003, made by CXC and Check Exchange, Inc., a Florida corporation ("CEI") in favor of the Agent ("Security Agreement"), CXC and CEI granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement, dated as of March 31, 2003, among CXC and certain other Grantors (as defined therein) and the Agent (the "Trademark Security Agreement"), by reference to the Security Agreement, CXC reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Agent recorded the Trademark Security Agreement on April 3, 2003 at Reel 2709, Frame 0094 in the United States Patent and Trademark Office;

WHEREAS, the Agent, CXC and certain other Grantors amended the Trademark Security Agreement on July 30, 2004 ("Amended Trademark Security Agreement");

WHEREAS, the Agent recorded the Amended Trademark Security Agreement on August 11, 2004 at Reel 3026, Frame 0886 in the United States Patent and Trademark Office; and

WHEREAS, CXC has satisfied all of the Obligations (as defined in the Trademark Security Agreement) and has requested that the Agent release its Security Interest in the Trademark Collateral.


NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

The Agent hereby fully releases, terminates and discharges its Security Interests in and liens on the Trademark Collateral and any right, title or interest of Agent in such Trademark Collateral shall hereby cease and become void. The term "Trademark Collateral" shall mean all of CXC's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement, the Trademark Security Agreement and the Amended Trademark Security Agreement.

The Agent further agrees, at the sole cost and expense of CXC, to perform all acts reasonably necessary to effect the release and termination of its Security Interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Jeff Boeckman
Title: Vice President

SCHEDULE A

Trademarks

Mark	Jurisdiction	Application Status	Registration Number/ Application No.
CHECK-X-CHANGE	United States of America	Registered	1,793,853

Schedule A

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RECORDED: 11/10/2006

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