

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moneygram Payment Systems, Inc.		07/21/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ace Real Estate Holdings Inc. (f/k/a Check Express, Inc.)		
Street Address:	1231 Greenway Drive, Suite 600		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75308		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1476206	CHECK EXPRESS	
Registration Number:	1489647	EXPRESS	
Registration Number:	1370520	CHECK EXPRESS	
Registration Number:	2990034	CHECK EXPRESS	
Registration Number:	2992857	CHECK EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom, LL		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Anita Sinha		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	693960/1		

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NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	08/07/2008
Total Attachments: 5 source=Check Express#page1.tif source=Check Express#page2.tif source=Check Express#page3.tif source=Check Express#page4.tif source=Check Express#page5.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") is given as of this 21st day of July, 2008, by MONEYGRAM PAYMENT SYSTEMS, INC., a Delaware corporation, located at 1550 Utica Avenue South, Minneapolis, Minnesota 55416 ("Assignor"), in favor of ACE REAL ESTATE HOLDINGS INC. (f/k/a CHECK EXPRESS, INC.), a Florida corporation, with its chief executive office located at 1231 Greenway Drive, Suite 600, Irving, Texas 75308 ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Guarantee and Collateral Agreement, dated as of October 5, 2006 (as amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, Assignor and Assignee entered into that certain Intellectual Property Security Agreement, dated as of October 5, 2006 (the "Intellectual Property Security Agreement");

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on November 16, 2006, at Reel 003429/Frame 0921;

WHEREAS, pursuant to the Collateral Agreement and the Intellectual Property Security Agreement, Assignee granted to Assignor a security interest in and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuation of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Assignee's right, title and interest in and to all of the Trademarks, including but not limited to the Trademarks set forth on Exhibit A attached hereto (the "Intellectual Property Security Interest");

WHEREAS, the Parties desire that Assignor terminate and release its Intellectual Property Security Interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, the Intellectual Property Security Interest, and reassigns and transfers any and all interest that it may have in the Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Intellectual Property Collateral, and/or (iii) otherwise file this Release.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its

agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Trademarks.

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement or Collateral Agreement, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

MONEYGRAM PAYMENT SYSTEMS,
INC.

By: *James Johnson*
Name: *James H. Johnson*
Title: *Executive Vice President*

**EXHIBIT A TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

See attached.

Exhibit A
TRADEMARKS

	Mark	Application/ Registration No.	Registration Date	Jurisdiction
1.	CHECK EXPRESS & Design	1,476,206	February 9, 1988	US
2.	CHECK EXPRESS MONEY CENTERS & Design	TMA503892	November 9, 1998	Canada
3.	EXPRESS & Design	1,489,647	May 24, 1988	US
4.	EXPRESS & Design	TMA532292	September 7, 2000	Canada
5.	EXPRESS & Design	789938		Mexico
6.	EXPRESS & Design	779817		Mexico
7.	CHECK EXPRESS	1,370,520	November 12, 1985	US
8.	CHECK EXPRESS	2,990,034	August 30, 2005	US
9.	CHECK EXPRESS	2,992,857	September 6, 2005	US
10.	CHECK EXPRESS	TMA496291	June 17, 1998	Canada
11.	CHECK EXPRESS	829922		Mexico
12.	CHECK EXPRESS	802071		Mexico

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