

Re: 2-25-10

03-02-2010

Electronic Version v1.1  
Stylesheet Version v1.1



103590385

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNG Holdings, Inc.		02/09/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	230 West Monroe Street		
Internal Address:	Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3547488	ACCESS	
Registration Number:	3592824	ACCESS	
Registration Number:	3544188	ACCESS FINANCIAL	
Registration Number:	2941903	ACCESS AMERICA	
Registration Number:	3546802	CHECKPOINTS	
Registration Number:	3339071	SIMPLE. MONEY. SOLUTIONS.	
Registration Number:	2906001	TRANSEND	
Registration Number:	3179148	CHECK 'N GO	
Registration Number:	3179135	CHECK 'N GO	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(216) 586-3939		

CH \$240.00 3547488

Email:	lkjopczyk@jonesday.com
Correspondent Name:	Kathie J. Kopczyk
Address Line 1:	901 Lakeside Avenue
Address Line 2:	Jones Day
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	974727-920041/KJK
NAME OF SUBMITTER:	Kathie J. Kopczyk
Signature:	/Kathie J. Kopczyk/
Date:	02/10/2010
Total Attachments: 4 source=DOC192#page1.tif source=DOC192#page2.tif source=DOC192#page3.tif source=DOC192#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CNG HOLDINGS, INC., an Ohio corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Grantor has entered into an Indenture, dated as of February 9, 2010 (said Indenture, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Indenture") with the guarantors party thereto and WELLS FARGO BANK, N.A., as Secured Party for the Notes Secured Parties (in such capacity, "Secured Party");

WHEREAS, as party to the Indenture, Grantor has executed and delivered the Guarantee contained in Article XI thereof (said Guarantee, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Guarantee") in favor of Secured Party for the benefit of the Notes Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Grantor under the Indenture and the other Indenture Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 9, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state

thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the first date written above.

**CNG Holdings, Inc.**

By:   
Name: Gregory Dean  
Title: Chief Financial Officer

*Grant of Security Interest in US Trademarks*

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark [TM] Service Mark [SM]</b>	<b>Owner/Licensors (Licensees)</b>	<b>Registration Number</b>	<b>Registration Date</b>
Access [SM]	CNG Financial (Borrower)	3547488	12-16-08
Access (debit cards) [TM]	CNG Financial (Borrower)	3592824	3-17-09
Access Financial	CNG Financial (Borrower)	3544188	12-9-08
Access America [TM]	CNG Financial (Borrower)	2941903	4-19-05
CheckPoints [TM]	Borrower	3546802	12-16-08
Simple Money Solutions [SM]	Borrower	3339071	11-20-07
Transend [SM]	CNG Financial (Borrower)	2906001	11-30-04
Check 'n Go (word) [SM]	CNG Financial (Borrower)	3179148	12-5-06
Check 'n Go (logo) [SM]	CNG Financial (Borrower)	3179135	12-5-06