

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CNG Financial Corporation		02/08/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	CNG Holdings, Inc.
Street Address:	7755 Montgomery Road
Internal Address:	Suite 400
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3547488	AXCESS
Registration Number:	3592824	AXCESS
Registration Number:	3544188	AXCESS FINANCIAL
Registration Number:	2941903	AXCESS AMERICA
Registration Number:	2792165	AXCESS TELADVANCE
Registration Number:	2906001	TRANSEND
Registration Number:	3179148	CHECK 'N GO
Registration Number:	3179135	CHECK 'N GO
Registration Number:	2065791	CHECK 'N GO

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200

OP \$240.00 3547488

Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1103334-0454
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	03/09/2010

Total Attachments: 9

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TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement"), dated as of February 8, 2010 (the "Effective Date"), is entered into by and between CNG Financial Corporation, a corporation organized under the laws of Ohio with its principal place of business at 7755 Montgomery Road, Suite 400, Cincinnati, Ohio 45236 ("Licensor"), and CNG Holdings, Inc., a corporation organized under the laws of Ohio with its principal place of business at 7755 Montgomery Road, Suite 400, Cincinnati, Ohio 45236 ("Licensee") (collectively, the "Parties," or individually, a "Party").

WHEREAS, Licensor is the owner of the trademarks listed on Schedule A (collectively referred to as the "Licensed Marks," as further defined below), for use in connection with the sale of various goods and services;

WHEREAS, Licensee is a wholly-owned subsidiary of Licensor; and

WHEREAS, Licensor desires to license the Licensed Marks to Licensee on the terms set forth herein and Licensee desires to obtain a license to use the Licensed Marks on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Unless the context of a provision herein otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" or "including" shall mean include without limitation, includes without limitation or including without limitation. For the purposes of this Agreement, the following terms have the meanings ascribed to them as follows:

(a) "Affiliates" means, when used with reference to a specified Person, (i) any Person who directly or indirectly Controls, is Controlled by, or is under common Control with the specified Person, and (ii) any Person who, directly or indirectly, is the beneficial owner of fifty percent (50%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of fifty percent (50%) or more of any class of equity securities.

(b) "Control" means with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting equity securities, by contract or otherwise.

(c) "Intellectual Property" means any and all, domestic and foreign, intellectual property or other proprietary rights, including patents, trade secrets, design rights, copyrights, trademarks, service marks, trade names, trade dress, logos, certification marks, designs, slogans, names and symbols, and all registrations or applications for registration of any of the foregoing.

(d) "Licensed Marks" means the trademarks, service marks, trade names, trade dress, logos, certification marks, designs, slogans, names and symbols set forth on Schedule A hereto

and all additional marks added to such schedule after the Effective Date by mutual written agreement of the Parties.

(e) "Person" means any corporation, partnership, joint venture, company, limited liability company, organization, entity or natural person.

2. **Representations and Warranties.** Licensor represents and warrants that:

(a) Licensor owns all right, title, and interest in and to the Licensed Marks, free and clear of any security interests, liens and encumbrances;

(b) Licensor has the authority to enter into this Agreement and has rights, through ownership or otherwise, in the Licensed Marks sufficient to grant Licensee and its Affiliates the licenses granted pursuant to this Agreement;

(c) no Person other than Licensor has any right or license to use the Licensed Marks; and

(d) the use of the Licensed Marks by Licensor or as contemplated herein by Licensee does not and shall not infringe or misappropriate the Intellectual Property or other rights of any other Person.

3. **License.**

(a) License Grant. Subject to the terms of this Agreement, Licensor hereby grants Licensee and its Affiliates a non-exclusive (subject to Section 5(a)), worldwide, freely assignable (subject to Section 13(b)), freely sublicenseable (subject to Section 5(c)), royalty-free, perpetual license to use the Licensed Marks in connection with any and all goods and services provided, offered, sold or licensed by Licensee. Such use may include use of any of the Licensed Marks as a product name or trademark, as a service mark, and in advertising or promotional activities. It is the intention of the Parties that Licensee shall have rights as close to those of an owner of the Licensed Marks as permitted under applicable law in all categories of goods and services.

(b) Domain Names; Social Networking Sites. Licensee and its Affiliates may use the Licensed Marks or any portion thereof as part of an Internet domain name. Similarly, for the avoidance of doubt, subject to the other terms of this Agreement, Licensee and its Affiliates may use the Licensed Marks in any media now known or hereinafter created, including social networking websites. Licensee may use the Licensed Marks in connection with Licensee's businesses to maintain Internet websites offering or promoting goods and services bearing or sold using the Licensed Marks.

(c) New Marks. For all goods and services, Licensee may apply for and register new marks, in its sole discretion, which are derivative of, identical to, or similar to, the Licensed Marks and such applications and registrations will be the property of Licensee.

4. **Quality Control.** Each of the Parties acknowledges the importance to the other Party of the reputation and goodwill embodied by the Licensed Marks and maintaining high, uniform standards of quality in the goods and services provided, offered, sold or licensed under

the Licensed Marks. With respect to the products and services provided, offered, sold or licensed in connection with, or bearing, the Licensed Marks in their respective businesses and in the conduct of their respective businesses, each Party shall maintain a standard of quality at least at the level of quality maintained by Licensor as of the Effective Date.

5. Restrictions and Requirements.

(a) Licensor Requirements and Restrictions. Absent Licensee's prior written consent, which may be withheld in Licensee's discretion, Licensor shall not under any circumstances grant any license to the Licensed Marks to any Person. In the event that Licensor desires to grant any license to a third party to use the Licensed Marks in connection with any goods and services, Licensor may submit to Licensee a written request for approval. Licensee shall provide Licensor with notice of Licensee's approval or rejection of such request within ninety (90) days from its receipt of the request, however, Licensee's failure to expressly approve or reject Licensor's request within such time frame shall in no case be deemed Licensee's consent to Licensor's request. Licensee may reject all such requests in its sole discretion. Licensee shall not be liable for any actions or omissions of Licensor or any of its Affiliates or licensees.

(b) Mutual Requirements and Restrictions. Absent the prior written consent of the other Party, which consent may be withheld in such other Party's reasonable discretion, each Party agrees that it and its affiliates shall not, directly or indirectly, anywhere in the world: (i) attack the validity of this Agreement regarding the use of the Licensed Marks; (ii) authorize any action or omission in derogation of any of the rights of the other Party in or to the Licensed Marks; (iii) use the Licensed Marks in any manner or take any action that might dilute the distinctiveness of such assets, otherwise disparage the other Party or its products or services, or tarnish, or bring disrepute upon, the reputation of the other Party or the goodwill associated with Licensed Marks; or (iv) use the Licensed Marks in any manner inconsistent with this Agreement.

(c) Sublicense Restrictions. Licensee may freely sublicense its rights under this Agreement; provided, however, that any sublicensee shall be subject to the terms of this Agreement, including the quality standards set forth in Section 4. In connection with any such sublicense, Licensee shall remain primarily obligated to Licensor under this Agreement and Licensee shall ensure that any sublicensee complies with all terms and conditions of this Agreement applicable to Licensee.

(d) Maintenance and Enforcement. Each of the Parties agrees that, in connection with their respective businesses, it shall: (i) in the case of Licensor only, maintain and renew (in each instance where a registration can be renewed) registrations for each of the Licensed Marks; and (ii) except as provided in the following sentence, take no action that might result in the abandonment or cancellation of any of the Licensed Marks or which might reasonably be expected to dilute or tarnish such Licensed Marks. No registrations or applications included within the Licensed Marks may be abandoned without Licensee's prior written consent, which may be withheld in Licensee's sole discretion. Each Party shall assist the other Party in prosecuting, maintaining and enforcing the Licensed Marks and all related trademark applications and registrations at such other Party's sole cost and expense.

6. **Licensor Assignment of Licensed Marks.** In the event that Licensor intends to sell, assign or otherwise transfer the Licensed Marks or all or substantially all of the assets of its business to any Person, Licensor shall, prior to the closing of such transaction or the completion of any such sale, assignment or transfer, assign all of its right, title and interest in and to the Licensed Marks to Licensee for no additional compensation. Licensor shall execute, and cause to be executed, at Licensee's sole expense, all documentation necessary to complete the aforementioned assignments.

7. **Third Party Infringement.** Each Party shall promptly notify the other Party in writing of any and all uses of infringing trademarks, unfair competition, or colorable imitations of the Licensed Marks that come to its attention. In the event that any of the Licensed Marks is infringed or misappropriated by a third party, Licensee shall have authority to conduct an action for infringement, cancellation, misappropriation, unfair competition, or any other available claim and Licensor shall join and participate in such action as a necessary party. Licensee shall have the right to control the prosecution of any such action. If Licensee elects not to prosecute such action, Licensor shall have the right to control the prosecution of any such action. Any damages awarded shall be equitably apportioned based on the actual damage suffered by each Party after each Party is first reimbursed for its related legal expenses for the required legal action. The non-prosecuting Party shall provide reasonable cooperation and assistance to the prosecuting Party in prosecuting any such action, at the sole expense of the prosecuting Party.

8. **Indemnification.**

(a) **Licensor Indemnification.** Licensor shall defend, indemnify and hold harmless Licensee, its Affiliates, and their respective stockholders, directors, officers, employees, agents and assignees and shall pay all losses, damages, settlements, fees, expenses or costs (including reasonable attorneys' fees) incurred by them based upon any third party claim, demand, suit, or proceeding arising out of Licensor's breach of this Agreement. Licensee shall promptly notify Licensor of any such claim, demand, suit or proceeding. Licensor shall promptly defend and continue the defense of such claim, demand, suit or proceeding at Licensor's expense. Licensee agrees to provide reasonable cooperation to Licensor, at Licensor's expense, in the defense or settlement of any such claim, demand, suit or proceeding.

(b) **Licensee Indemnification.** Licensee shall defend, indemnify and hold harmless Licensor, its Affiliates, and their respective stockholders, directors, officers, employees, agents and assignees and shall pay all losses, damages, settlements, fees, expenses or costs (including reasonable attorneys' fees) incurred by them based upon any third party claim, demand, suit, or proceeding arising out of Licensee's breach of this Agreement. Licensor shall promptly notify Licensee of any such claim, demand, suit or proceeding. Licensee shall promptly defend and continue the defense of such claim, demand, suit or proceeding at Licensee's expense. Licensor agrees to provide reasonable cooperation to Licensee, at Licensee's expense, in the defense or settlement of any such claim, demand, suit or proceeding.

9. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF THE

LICENSED MARKS, EVEN IF A REPRESENTATIVE OF LICENSOR OR LICENSEE IS ADVISED IN ADVANCE OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

10. Term. The term of this Agreement shall begin on the Effective Date and shall continue in perpetuity. Licensor shall have no right or ability to terminate this Agreement or otherwise limit any of Licensee's rights hereunder. In the event of a breach by Licensee of any provision of this Agreement, Licensor shall send a detailed written notice of such breach to Licensor. Except as provided in Section 11, Licensor's sole remedy for any breach not cured within thirty (30) days of Licensee's receipt of written notice of such breach from Licensor is to seek a claim for damages.

11. Injunctive Relief. It is acknowledged and agreed that the rights and obligations set forth in this Agreement are unique and special and that the breach thereof by either Party will cause irreparable harm to the non-breaching Party. Upon breach of this Agreement by either Party, the non-breaching Party shall be entitled to specific performance and injunctive relief without the need to post a bond or provide an undertaking.

12. Further Assurances. Each Party shall execute such other documents and shall take all such actions as the other Party may reasonably request to enforce the terms of this Agreement and protect the Licensed Marks. At each Party's reasonable request, the other Party shall cooperate with, and provide reasonable assistance to, the requesting Party (including execution and delivery of affidavits, consents, declarations, oaths, samples, exhibits, specimens and any other documentation) in order to register and protect additional marks that are identical to or similar to the Licensed Marks.

13. Assignment.

(a) Licensor Assignment. This Agreement and the related rights and obligations, including rights to the Licensed Marks, may not be sold, assigned, delegated, licensed or otherwise transferred or encumbered (whether by change of control of Licensor, contractual assignment or otherwise), in whole or in part, by Licensor without the prior written consent of Licensee, which consent may be withheld in Licensee's discretion. Any such purported assignment, license, pledge or transfer by Licensor without such prior written consent from Licensee shall be void *ab initio*.

(b) Licensee Assignment. Licensee shall have the right to assign this Agreement and its rights to use the Licensed Marks under this Agreement, in whole or in part, to any other Person; provided, however, that any assignee shall be subject to the terms of this Agreement, including the quality standards set forth in Section 4.

14. No Waiver. Waiver of or failure by a Party to complain of any act, omission or default on the part of the other Party, no matter how long the same may continue or how many times such shall occur, shall not be deemed a waiver of rights, or of any similar future act, omission or default under this Agreement.

15. Disputes; Governing Law; Jurisdiction. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the principles of conflicts of law. All actions under or

relating to this Agreement shall be brought exclusively in a court (state or federal) sitting in the State of New York, New York County, U.S.A. Both Parties expressly agree to submit and consent in advance to the jurisdiction of such courts, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens*.

16. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be made in writing and shall be deemed given either: (i) five (5) business days after depositing the notice in the U.S. mail, first class postage prepaid, addressed to the Party as set forth below, with proof of mailing; or (ii) two (2) business days after posting if delivered by internationally recognized courier, with proof of delivery, addressed to the Party as set forth below. In the case of e-mail or facsimile delivery, an e-mail or fax delivered to the Party as set forth below will be effective upon receipt, provided that confirmation of such receipt is obtained by the sender. Each Party shall provide prompt written notification to the other Party of any change of such Party's address. All notices to a Party shall be sent to the addresses set forth below or to such other address or Person as such Party may designate by notice to the other Party hereunder:

If to Licensor to: CNG Financial Corporation
7755 Montgomery Road, Suite 400
Cincinnati, Ohio 45236
Attention: Roger Dean,
Chief Financial Officer
Facsimile: (513) 229-6744

If to Licensee to: CNG Holdings, Inc.
7755 Montgomery Road, Suite 400
Cincinnati, Ohio 45236
Attention: Stephen Schaller,
Secretary
Facsimile: (513) 229-6744

17. **Invalidity; Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any Person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any Person or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term, covenant, condition or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

18. **Force Majeure.** Neither Party will incur any liability to the other Party on account of any failure to perform, loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control, and without gross negligence, of the Parties. Such events, occurrences, or causes shall include acts of God, strikes, lockouts, riots,

acts of war, acts of terrorism, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

19. Section Headings. The section headings in this Agreement have been inserted merely for convenience, are not a part of this Agreement, and shall not affect the rights and obligations of the Parties or the meaning of the language in this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which, taken together, shall constitute one and the same agreement. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by either Party hereto for such original signed counterpart, each Party hereto uses commercially reasonable efforts to deliver to each other Party hereto original signed counterparts as soon as possible thereafter.

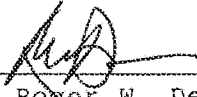
21. Entire Agreement; Amendments. This Agreement sets forth the entire understanding between the Parties relating to the subject matter contained herein, and all prior discussions and writings between the Parties with respect thereto are superseded by this Agreement. The Parties may consider and discuss amendments to this Agreement as they deem appropriate, however, no modifications, amendments, or additions to this Agreement shall be effective or binding unless set forth in a writing signed by both Parties.

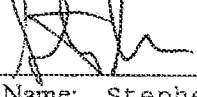
* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CNG FINANCIAL CORPORATION.

CNS HOLDINGS, INC.

By: 
Name: Roger W. Dean
Title: CFO

By: 
Name: Stephen J. Schaller
Title: Secretary

LICENSED MARKS

COMMON LAW MARKS

AXCESS
TRANSEND
CHECK 'N GO (logo and word marks)

REGISTERED AND APPLIED FOR MARKS

Trademark	Registration Number	Registration Date
AXCESS	✓ 3547488	12/16/2008
AXCESS (DEBIT CARDS)	✓ 3592824	3/17/2009
AXCESS FINANCIAL	✓ 3544188	12/9/2008
AXCESS AMERICA	✓ 2941903	4/19/2005
AXCESS TELADVANCE	✓ 2792165	12/9/2003
✓ TRANSEND	✓ 2906001	11/30/2004
CHECK 'N GO (word)	✓ 3179148	12/5/2006
CHECK 'N GO (logo)	✓ 3179135	12/5/2006
CHECK 'N GO (word)	2065791	05/27/1997