TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACE REAL ESTATE HOLDINGS INC.	FORMERLY CHECK EXPRESS, INC.	02/10/2011	CORPORATION: FLORIDA
ACE CASH EXPRESS, INC.		02/10/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	299 Park Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2959183	A
Registration Number:	3096100	A
Registration Number:	1806389	A A C E
Registration Number:	3016970	A AMERICA'S CASH EXPRESS
Registration Number:	1831546	A A C E AMERICA'S CASH EXPRESS
Registration Number:	3088169	A MEMBER
Registration Number:	3402245	ACE EXPRESS REWARDS
Registration Number:	2155964	ACE
Registration Number:	2929489	ACE CASH ADVANCE
Registration Number:	3051382	ACE CASH EXPRESS
Registration Number:	3609075	ACE CHECK DIRECT
Registration Number:	3016969	AMERICA'S CASH EXPRESS

CH $690.00 2959183

Registration Number:	1846958	CASH IN ON OUR CONVENIENCE
Registration Number:	1831538	CASH IN ON OUR CONVENIENCE
Registration Number:	3114588	IT'S YOUR MONEY. . . WHY WAIT?
Registration Number:	1498007	NATIONAL CHECK CASHER$
Registration Number:	3839574	ACE, EARNING YOUR TRUST SINCE 1968!
Registration Number:	3510474	A CHECKS CASHED LOANS PAY BILLS
Registration Number:	3510478	CHECKS CASHED LOANS
Registration Number:	3510477	NATIONAL CHECK CASHERS
Registration Number:	3510476	NATIONAL CHECK CASHERS
Registration Number:	1793853	CHECK-X-CHANGE
Registration Number:	1370520	CHECK EXPRESS
Registration Number:	2990034	CHECK EXPRESS
Registration Number:	2992857	CHECK EXPRESS
Serial Number:	76704253	A ELITE
Serial Number:	76619918	ACE CASH EXPRESS

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123108000

Email: vindra.richter@weil.com, suzanne.inglis@weil.com

Correspondent Name: Vindra Richter/si

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47660.3356.PRATNER
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	02/10/2011

Total Attachments: 5

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

February 10, 2011

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 10, 2011 is made by ACE REAL ESTATE HOLDINGS INC. (formerly known as CHECK EXPRESS, INC.), a Florida corporation and ACE CASH EXPRESS, INC., a Texas corporation (collectively, the "Obligors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Revolving Credit Agreement, dated as of October 5, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ACE ACQUISITION CORP., a Delaware corporation, ACE CASH EXPRESS, INC., a Texas corporation (the "Borrower"), the Lenders, the Agent, and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligors and certain other subsidiaries of the Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of February 10, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by any party and to be effective upon such demand, all of the Obligors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in

connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligors hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

TRADEMARK
REEL: 004476 FRAME: 0026

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

ACE REAL ESTATE HOLDINGS INC.,
as Obligor

By: _____
Name: Douglas A. Lindsay
Title: Vice President and Treasurer

ACE CASH EXPRESS, INC.,
as Obligor

By: _____
Name: Douglas A. Lindsay
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: VICTOR VERAZAIN
Title: DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

U.S. Trademark Registrations and Applications

ACE CASH EXPRESS, INC.

Trademark	Registration or Serial Number
A AND DESIGN	2,959,183
A AND DESIGN	3,096,100
A A C E AND DESIGN	1,806,389
A AMERICA'S CASH EXPRESS AND DESIGN	3,016,970
A A C E AMERICA'S CASH EXPRESS AND DESIGN	1,831,546
A MEMBER AND DESIGN	3,088,169
ACE EXPRESS REWARDS	3,402,245
ACE	2,155,964
ACE CASH ADVANCE	2,929,489
ACE CASH EXPRESS	3,051,382
ACE CHECK DIRECT	3,609,075
AMERICA'S CASH EXPRESS	3,016,969
CASH IN ON OUR CONVENIENCE	1,846,958
CASH IN ON OUR CONVENIENCE	1,831,538
IT'S YOUR MONEY. WHY WAIT?	3,114,588
NATIONAL CHECK CASHER$ AND DESIGN	1,498,007
ACE, EARNING YOUR TRUST SINCE 1968! AND DESIGN	3,839,574
A CHECKS CASHED LOANS PAY BILLS AND DESIGN	3,510,474
CHECKS CASHED LOANS AND DESIGN	3,510,478
NATIONAL CHECK CASHERS	3,510,477
NATIONAL CHECK CASHERS AND DESIGN	3,510,476
A ELITE AND DESIGN	76/704,253
ACE CASH EXPRESS	76/619,918

ACE REAL ESTATE HOLDINGS INC.

Trademark	Registration or Serial Number
CHECK-X-CHANGE	1,793,853
CHECK EXPRESS	1,370,520
CHECK EXPRESS	2,990,034
CHECK EXPRESS	2,992,857