

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., successor in interest to Bear Stearns Corporate Lending Inc., as Administrative Agent		02/10/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Ace Real Estate Holdings Inc. f/k/a Check Express, Inc.
Street Address:	1231 Greenway Drive
Internal Address:	Suite 600
City:	Irving
State/Country:	TEXAS
Postal Code:	75038
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: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$140.00 1476206

Address Line 2: 425 Lexington Avenue
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ATTORNEY DOCKET NUMBER:	001052/0002
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/11/2011

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) dated as of February 10, 2011, from JPMorgan Chase Bank, N.A., successor in interest to Bear Stearns Corporate Lending Inc., as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the 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, and the Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, pursuant to the Guarantee and Collateral Agreement in connection therewith, dated as of October 5, 2006 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), **ACE REAL ESTATE HOLDINGS INC. f/k/a CHECK EXPRESS, INC.** (“Grantor”) pledged, collaterally assigned, and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all of its right, title and interest in, to and under all Intellectual Property (as defined in the Security Agreement) of the Grantor.

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered a a Grant of Security Interest in Trademark Rights, dated as of October 5, 2006 (the “Trademark Security Agreement”), in favor of the Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 17, 2006, at Reel 003410 and Frame 0386; and

WHEREAS, pursuant to the Payoff Letter, dated as of February 10, 2011 (the “Release Agreement”), the Agent has agreed to release its liens on, and security interests in, the assets of the Grantor, including the Trademark Collateral (as hereinafter defined), subject to the terms thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall mean all of Grantor’s right, title and interest in, to and under the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other indicators of the source of goods or services, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Annex A hereto, and (ii) the right to obtain all renewals thereof..

2. Release of Security Interest. The Agent hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to Grantor. This Agreement does not terminate, release or discharge the Agent's security interest in any Intellectual Property of any grantor other than the Trademark Collateral of Grantor.

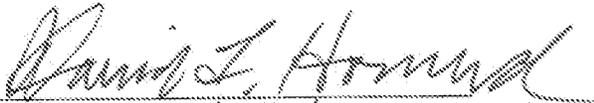
4. Recordation. The Agent hereby authorizes Grantor or Grantor's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.

5. Acknowledgment. In the event of any conflict between the terms of this Agreement and the terms of the Release Agreement, the terms of the Release Agreement shall govern.

6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A., as successor in interest to Bear Stearns Corporate Lending Inc, as Agent

By: 
Name: David L. Howard
Title: Authorized officer

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CIIECK EXPRESS AND DESIGN	1,476,206
EXPRESS AND DESIGN	1,489,647
CHECK EXPRESS	1,370,520
CHECK EXPRESS	2,990,034
CHECK EXPRESS	2,992,857

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