TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACE CASH EXPRESS, INC.		02/10/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent
Street Address:	1445 ROSS AVENUE, 2ND FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 23

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
Registration Number:	1846958	CASH IN ON OUR CONVENIENCE
Registration Number:	1831538	CASH IN ON OUR CONVENIENCE

OP $590.00 2959183

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
Serial Number:	76704253	A ELITE
Serial Number:	76619918	ACE CASH EXPRESS

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36615
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/11/2011

Total Attachments: 8

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Form **PTO-1594** (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
ACE CASH EXPRESS, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: TEXAS
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION
Internal Address:
Street Address: 1445 ROSS AVENUE, 2ND FLOOR
City: DALLAS
State: TEXAS
Country: USA Zip: 75202

☑ Association Citizenship USA
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) FEBRUARY 10, 2011

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE A.

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus
Internal Address:
Attn: Penelope J.A. Agodoa
Street Address:
21 Tadcaster Circle
City: Waldorf
State: MD Zip: 20602
Phone Number: 301-638-0511
Fax Number: 866-826-5420
Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Signature FEBRUARY 11, 2011 Date

ALEXANDER L KAIN
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 10, 2011 is made by ACE CASH EXPRESS, INC., a Texas corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Unless otherwise defined herein, capitalized terms used in this Grant shall have the same meanings as the terms defined in the Collateral Agreement (defined below).

W I T N E S S E T H:

WHEREAS, the Grantor has entered into the Indenture dated as of February 10, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") among the Grantor, Holdings, the Subsidiary Grantors, Wells Fargo Bank, National Association, as Trustee and the Collateral Agent.

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Collateral Agreement, dated as of February 10, 2011, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

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

WHEREAS, the Grantor has 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 Initial Purchaser to purchase the Notes pursuant to the Purchase Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, 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 Indenture and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees 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 either party and to be effective upon such demand, all of the Grantor's 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 Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the 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 Collateral Agreement, the terms of the 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 10th day of February, 2011.

ACE CASH EXPRESS, INC.
as Grantor

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

[*Signature Page to the Trademark Security Agreement*]

[[3265772]]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Patrick T. Giordano
Title: Vice President

[Signature Page to the Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 10th day of February, 2011, before me personally came Douglas A. Lindsay, who is personally known to me to be the Chief Financial Officer of ACE CASH EXPRESS, INC., a Texas corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Virginia Fuentes
Notary Public

VIRGINIA FUENTES
Notary Public, State of Texas
My Commission Expires
July 27, 2013

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF)
) ss
COUNTY OF)

On the 10th day of February, 2011, before me personally came Patrick T. Giordano, who is personally known to me to be the VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

DAYNA L. SMITH
Notary Public, State of Texas
My Commission Expires
January 20, 2013

Dayna L. Smith
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[[3265772]]

SCHEDULE A

U.S. Trademark Registrations and Applications

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
CHECKS CASED LOANS PAY BILLS AND DESIGN	3,510,474
CHECKS CASED LOANS PAY BILLS 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

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