

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 REAL ESTATE HOLDINGS, INC.		02/10/2011	CORPORATION: FLORIDA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	1793853	CHECK-X-CHANGE	
Registration Number:	1370520	CHECK EXPRESS	
Registration Number:	2990034	CHECK EXPRESS	
Registration Number:	2992857	CHECK EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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:	36614		

OP \$115.00 1793853

900183772

TRADEMARK
REEL: 004476 FRAME: 0452

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/11/2011
<p>Total Attachments: 8 source=36614#page1.tif source=36614#page2.tif source=36614#page3.tif source=36614#page4.tif source=36614#page5.tif source=36614#page6.tif source=36614#page7.tif source=36614#page8.tif</p>	

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 Real Estate Holdings Inc., a Florida 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.

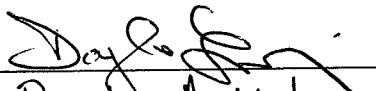
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the 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 REAL ESTATE HOLDINGS INC.
as Grantor

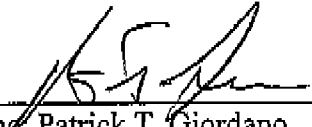
By: 
Name: Douglas A. Lindsay
Title: Vice President and Treasurer

[Signature Page to the Trademark Security Agreement - Real Estate Holdings]

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TRADEMARK
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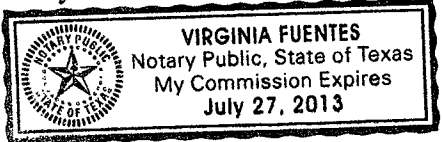
WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

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

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 Vice President and Treasurer of ACE REAL ESTATE HOLDINGS, INC., a Florida corporation; who, being duly sworn, did depose and say that he is the Vice President and Treasurer 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.

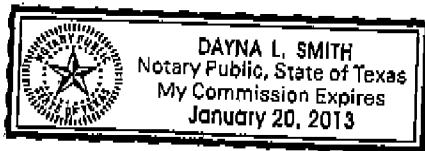
Virginia Fuentes
Notary Public


(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

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

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

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