

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374347

|                                   |   |                                     |                    |
|-----------------------------------|---|-------------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                              |                                     |                    |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                           |                                     |                    |
| <b>CONVEYING PARTY DATA</b>       |   |                                     |                    |
| <b>Name</b>                       | <b>Formerly</b>                             | <b>Execution Date</b>               | <b>Entity Type</b> |
| ACE CASH EXPRESS, INC.            |   | 10/23/2015                          | CORPORATION: TEXAS |
| <b>RECEIVING PARTY DATA</b>       |   |                                     |                    |
| <b>Name:</b>                      | WELLS FARGO BANK, NATIONAL ASSOCIATION      |                                     |                    |
| <b>Street Address:</b>            | 14241 DALLAS PARKWAY                        |                                     |                    |
| <b>City:</b>                      | DALLAS                                      |                                     |                    |
| <b>State/Country:</b>             | TEXAS                                       |                                     |                    |
| <b>Postal Code:</b>               | 75254                                       |                                     |                    |
| <b>Entity Type:</b>               | NATIONAL BANKING ASSOCIATION: UNITED STATES |                                     |                    |
| <b>PROPERTY NUMBERS Total: 20</b> |   |                                     |                    |
| <b>Property Type</b>              | <b>Number</b>                               | <b>Word Mark</b>                    |                    |
| <b>Registration Number:</b>       | 4275972                                     | FIGHT WITH EVERY SWIPE              |                    |
| <b>Registration Number:</b>       | 3016970                                     | A AMERICA'S CASH EXPRESS            |                    |
| <b>Registration Number:</b>       | 3016969                                     | AMERICA'S CASH EXPRESS              |                    |
| <b>Registration Number:</b>       | 3051382                                     | ACE CASH EXPRESS                    |                    |
| <b>Registration Number:</b>       | 2959183                                     | A                                   |                    |
| <b>Registration Number:</b>       | 3510474                                     | A CHECKS CASHED LOANS PAY BILLS     |                    |
| <b>Registration Number:</b>       | 3510478                                     | CHECKS CASHED LOANS                 |                    |
| <b>Registration Number:</b>       | 3839574                                     | ACE, EARNING YOUR TRUST SINCE 1968! |                    |
| <b>Registration Number:</b>       | 3609075                                     | ACE CHECK DIRECT                    |                    |
| <b>Registration Number:</b>       | 3096100                                     | A                                   |                    |
| <b>Registration Number:</b>       | 2929489                                     | ACE CASH ADVANCE                    |                    |
| <b>Registration Number:</b>       | 1806389                                     | A A C E                             |                    |
| <b>Registration Number:</b>       | 2155964                                     | ACE                                 |                    |
| <b>Registration Number:</b>       | 1846958                                     | CASH IN ON OUR CONVENIENCE          |                    |
| <b>Registration Number:</b>       | 1831546                                     | A A C E AMERICA'S CASH EXPRESS      |                    |
| <b>Serial Number:</b>             | 76619918                                    | ACE CASH EXPRESS                    |                    |
| <b>Serial Number:</b>             | 76717167                                    | ACE CASH EXPRESS MOBILE LOANS       |                    |
| <b>Registration Number:</b>       | 1498007                                     | NATIONAL CHECK CASHES\$             |                    |
| <b>Registration Number:</b>       | 1831538                                     | CASH IN ON OUR CONVENIENCE          |                    |

OP \$515.00 4275972

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 76704253 | A ELITE   |

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** elizabeth.burkhard@hklaw.com  
**Correspondent Name:** HOLLAND & KNIGHT LLP  
**Address Line 1:** 10 ST. JAMES AVE.  
**Address Line 2:** 11TH FLOOR  
**Address Line 4:** BOSTON, MASSACHUSETTS 02116

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 136392.00027    |
| <b>NAME OF SUBMITTER:</b>      | LAURA O'BRIEN   |
| <b>SIGNATURE:</b>              | /LAURA O'BRIEN/ |
| <b>DATE SIGNED:</b>            | 02/24/2016      |

**Total Attachments: 6**

source=.05. A. [ACE] Trademark Security Agreement - FINAL#page1.tif  
source=.05. A. [ACE] Trademark Security Agreement - FINAL#page2.tif  
source=.05. A. [ACE] Trademark Security Agreement - FINAL#page3.tif  
source=.05. A. [ACE] Trademark Security Agreement - FINAL#page4.tif  
source=.05. A. [ACE] Trademark Security Agreement - FINAL#page5.tif  
source=.05. A. [ACE] Trademark Security Agreement - FINAL#page6.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 23, 2015 is made by ACE CASH EXPRESS, INC., a Texas corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings as the terms defined in the Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantor is the Borrower under the Revolving Credit Agreement dated as of October 23, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, Borrower, the Lenders, Administrative Agent and Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of October 23, 2015, 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 Administrative Agent, Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, 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 Credit Agreement 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, 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.

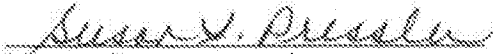
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions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

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 23<sup>th</sup> day of October, 2015.

ACE CASH EXPRESS, INC.  
*as Grantor*

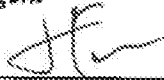
By:   
Name: Susan S. Pressler  
Title: Executive Vice President and  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

#37564706

**TRADEMARK**  
**REEL: 005738 FRAME: 0604**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
*as Collateral Agent*

By:   
Name: Jason Faw  
Title: vice-president

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005738 FRAME: 0605

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

| <u>Trademark</u>                             | <u>Registration or Serial Number</u> |
|--|--------------------------------------|
| ACE CASH EXPRESS MOBILE LOANS                | 76/717167                            |
| FIGHT WITH EVERY SWIPE                       | 4275972                              |
| ACE CASH EXPRESS                             | 76/619918                            |
| A AMERICA'S CASH EXPRESS & design            | 3016970                              |
| AMERICA'S CASH EXPRESS                       | 3016969                              |
| ACE CASH EXPRESS                             | 3051382                              |
| A & design                                   | 2959183                              |
| A CHECKS CASHED LOANS PAY BILLS & design     | 3510474                              |
| CHECKS CASHED LOANS & design                 | 3510478                              |
| ACE, EARNING YOUR TRUST SINCE 1968! & design | 3839574                              |
| ACE CHECK DIRECT                             | 3609075                              |
| A & design                                   | 3096100                              |
| ACE CASH ADVANCE                             | 2929489                              |
| A A C E & design                             | 1806389                              |
| ACE  | 2155964                              |
| CASH IN ON OUR CONVENIENCE                   | 1846958                              |
| A A C E AMERICA'S CASH EXPRESS & design      | 1831546                              |

|   |           |
|---|-----------|
| NATIONAL CHECK CASHIER\$ & design       | 1498007   |
| A ELITE & design                        | 76/704253 |
| CASH IN ON OUR CONVENIENCE <sup>1</sup> | 1831538   |

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<sup>1</sup> This mark is subject to an erroneous assignment filing made with the PTO between two unrelated third parties.