

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tempoe Financial LLC		06/05/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	150 East 42nd Street, 40th Floor		
<b>Internal Address:</b>	Attention: Corporate Trust Services		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3875558	FLEXPAY PLUS	
<b>Registration Number:</b>	4395977	FLEXPAY PLUS	
<b>Registration Number:</b>	5242437	FLEXPAY	
<b>Registration Number:</b>	5242441	FLEXPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	212-819-2655		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Peter Giovine/White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1155732-0447-BC15		
<b>NAME OF SUBMITTER:</b>	Peter Giovine		
<b>SIGNATURE:</b>	/Peter Giovine/		
<b>DATE SIGNED:</b>	06/05/2019		

CH \$115.00 3875558

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TEMPOE FINANCIAL LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, TEMPOE FINANCIAL LLC, a Delaware limited liability company (“**Company**”), has entered into an Indenture, dated as of June 5, 2019 (said Indenture, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Indenture**”), in its capacity as a guarantor, with CNG Holdings, Inc., as issuer, the other guarantors party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Secured Party for the Notes Secured Parties (in such capacity, “**Secured Party**”);

WHEREAS, as party to the Indenture, Grantor has executed and delivered the Guarantee contained in Article II thereof (said Guarantee, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guarantee**”) in favor of **Secured Party** for the benefit of the Notes Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Indenture and the other Indenture Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 5, 2019 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, **Secured Party** and the other grantors named therein, Grantor has created in favor of **Secured Party** a security interest in, and **Secured Party** has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to **Secured Party** pursuant to the Security Agreement, Grantor hereby grants to **Secured Party** a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(I) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(II) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not **Secured Party** is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed,

exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

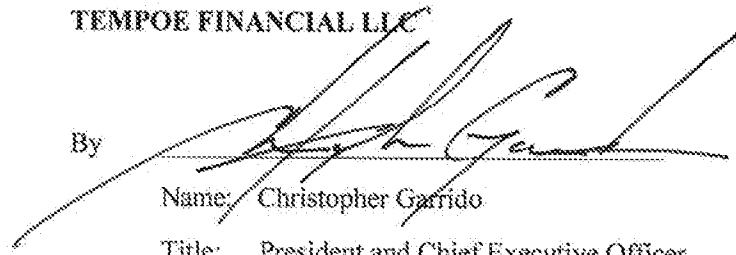
Grantor does hereby further acknowledge and affirm that the rights and remedies of **Secured Party** with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 5th day of June, 2019.

TEMPOE FINANCIAL LLC

By

A handwritten signature in black ink, appearing to read "Christopher Garrido", is written over a horizontal dotted line. The signature is stylized and extends above and below the line.

Name: Christopher Garrido

Title: President and Chief Executive Officer

*Signature Page to Grant of Trademark Security Interest (Tempoe Financial)*

**TRADEMARK  
REEL: 006663 FRAME: 0334**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark</b>	<b>Owner</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
FLEXPAY PLUS & Design	TEMPOE FINANCIAL LLC	77820737	3875558	11/16/2010
FLEXPAY PLUS	TEMPOE FINANCIAL LLC	85833897	4395977	9/3/2013
FLEXPAY & Design	TEMPOE FINANCIAL LLC	86952367	5242437	7/11/2017
FLEXPAY	TEMPOE FINANCIAL LLC	86956158	5242441	7/11/2017