

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempoe, LLC		06/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 East 42nd Street, 40th Floor		
Internal Address:	Attention: Corporate Trust Services		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4410454	KAHUNA PAYMENT SOLUTIONS	
Registration Number:	4410455	KAHUNA PAYMENT SOLUTIONS	
Registration Number:	4410453	KAHUNA PAYMENT SOLUTIONS	
Registration Number:	4622830	WHY NOT LEASE IT	
Registration Number:	4928700	PACERWARDS	
Registration Number:	4928873	TEMPOE	
Registration Number:	5083817	TEMPOE	
Registration Number:	5007849	O	
Registration Number:	5007854	TEMPOE	
Registration Number:	5090640	WHYNOTLEASEIT	
Registration Number:	5375380	SHOP IT. LEASE IT. LOVE IT.	
Serial Number:	87454958	WHYNOT LEASE IT	
Serial Number:	87455102	WHYNOTLEASEIT	
Serial Number:	87647701	LEASE IT. LOVE IT. BUY IT.	
Serial Number:	88432173	ADVANTEDGE	
Serial Number:	88432179	ADVANTEDGE LEASE	
Serial Number:	88432187	LEASING SIMPLIFIED	

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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.

Phone: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1155732-0447-BC15
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NAME OF SUBMITTER:	Peter Giovine
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SIGNATURE:	/Peter Giovine/
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DATE SIGNED:	06/05/2019
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Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TEMPOE, 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, LLC, a Delaware limited liability company (the “**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.

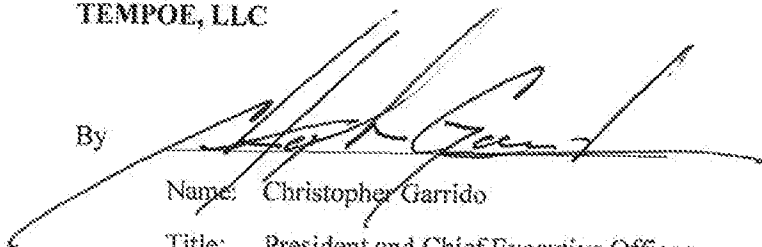
Grantor does hereby further acknowledge and affirm that the rights and remedies of **Secured Party** with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein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

By

A handwritten signature in black ink, appearing to read "Christopher Garrido", is written over a horizontal 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)

**TRADEMARK
REEL: 006663 FRAME: 0377**

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

Trademark	Owner	Application Number	Registration Number	Registration Date
KAHUNA PAYMENT SOLUTIONS (COLOR)	Tempoe, LLC	85838809	4410454	10/1/2013
KAHUNA PAYMENT SOLUTIONS (B&W)	Tempoe, LLC	85838825	4410455	10/1/2013
KAHUNA PAYMENT SOLUTIONS	Tempoe, LLC	85838791	4410453	10/1/2013
WHY NOT LEASE IT	Tempoe, LLC	76713871	4622830	10/21/2014
PACERWARDS	Tempoe, LLC	86489621	4928700	3/29/2016
TEMPOE	Tempoe, LLC	86533947	4928873	3/29/2016
TEMPOE	Tempoe, LLC	86976214	5083817	11/15/2016
Compass Logo	Tempoe, LLC	86850544	5007849	7/26/2016
TEMPOE	Tempoe, LLC	86850608	5007854	7/26/2016
WHYNOTLEASEIT	Tempoe, LLC	87006281	5090640	11/29/2016
SHOP IT. LEASE IT. LOVE IT.	Tempoe, LLC	87503407	5375380	1/9/2018
WHYNOT LEASE IT & Design (color claimed - black, white & green - white background)	Tempoe, LLC	87454958		
WHYNOT LEASE IT & Design (color claimed - black, white & green - black background)	Tempoe, LLC	87455102		
LEASE IT. LOVE IT. BUY IT.	Tempoe, LLC	87647701		
ADVANTEDGE	Tempoe, LLC	88432173		
ADVANTEDGE LEASE	Tempoe, LLC	88432179		
LEASING SIMPLIFIED	Tempoe, LLC	88432187		