

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528237

<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>
SmartPay Leasing 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>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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5099245	SMARTPAY	
<b>Registration Number:</b>	5077414	SMARTPAY	
<b>Registration Number:</b>	4434862	SMART PAY POWERED BY BILLFLOAT	
<b>Registration Number:</b>	4475127	MORETIME2PAY	
<b>Registration Number:</b>	5436425	SMARTPAY	
<b>Registration Number:</b>	5345106	SMARTPAY	
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1155732-0447-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	06/18/2019		

CH \$165.00 5099245

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, SMARTPAY LEASING 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, SMARTPAY LEASING 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.

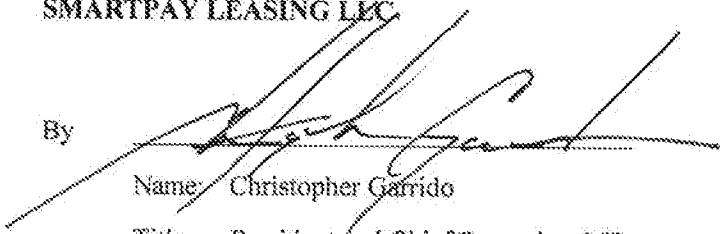
Grantor does hereby further acknowledge and affirm that the rights and remedies of **Secured Party** with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein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

SMARTPAY LEASING LLC

By

  
Name: Christopher Garrido

Title: President and Chief Executive Officer

*Signature Page to Grant of Trademark Security Interest (SmartPay Leasing)*

**TRADEMARK**  
**REEL: 006672 FRAME: 0683**

**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>
SMARTPAY	Smartpay Leasing LLC	86958453	5099245	12/13/2016
SMARTPAY	Smartpay Leasing LLC	86958562	5077414	11/8/2016
SMART PAY POWERED BY BILLFLOAT & Design	SmartPay Leasing, Inc. (nka SmartPay Leasing LLC)	85720705	4434862	11/19/2013
MORETIME2PAY & Design	SmartPay Leasing, Inc. (nka SmartPay Leasing LLC)	85968255	4475127	1/28/2014
SMARTPAY & Design	SmartPay Leasing, Inc. (nka SmartPay Leasing LLC)	87370266	5436425	4/3/2018
SMARTPAY & Design	SmartPay Leasing, Inc. (nka SmartPay Leasing LLC)	87371465	5345106	11/28/2017