

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNG Holdings, Inc.		06/05/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 East 42nd Street, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3547488	AXCESS	
Registration Number:	3592824	AXCESS	
Registration Number:	3179148	CHECK 'N GO	
Registration Number:	3179135	CHECK 'N GO	
Registration Number:	3544188	AXCESS FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1155732-0447-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	06/19/2019		
Total Attachments: 4			

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CNG HOLDINGS, INC., an Ohio corporation ("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, CNG HOLDINGS, INC., an Ohio corporation ("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") with the 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 11 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.

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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 17th day of June, 2019.

CNG HOLDINGS, INC.

By



Name Andreu Andre

Title Secretary & General Counsel

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

Owner/(Licensee)	Trademark Description	Application Number	Registration Number	Registration Date
CNG Financial Corporation/(CNG Holdings, Inc.)	AXCESS	77132048	3547488	12/16/2008
CNG Financial Corporation/(CNG Holdings, Inc.)	AXCESS	77462418	3592824	3/17/2009
CNG Financial Corporation/(CNG Holdings, Inc.)	CHECK 'N GO	76661314	3179148	12/5/2006
CNG Financial Corporation/(CNG Holdings, Inc.)	CHECK 'N GO	76654027	3179135	12/5/2006
CNG Financial Corporation/(CNG Holdings, Inc.)	AXCESS FINANCIAL	77105447	3544188	12/9/2008