

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMI TRUST COMPANY, as Collateral Agent		12/17/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	POPULUS FINANCIAL GROUP, INC. (formerly known as ACE Cash Express, Inc.)
Street Address:	300 E. John Carpenter Freeway
Internal Address:	Suite 900
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4863405	ACE CASH EXPRESS MOBILE LOANS
Registration Number:	4275972	FIGHT WITH EVERY SWIPE
Registration Number:	4827204	ACE CASH EXPRESS
Registration Number:	3016970	A AMERICA'S CASH EXPRESS
Registration Number:	3016969	AMERICA'S CASH EXPRESS
Registration Number:	3051382	ACE CASH EXPRESS
Registration Number:	2959183	A
Registration Number:	3510474	A CHECKS CASHED LOANS PAY BILLS
Registration Number:	3510478	CHECKS CASHED LOANS
Registration Number:	3839574	ACE, EARNING YOUR TRUST SINCE 1968!
Registration Number:	3096100	A
Registration Number:	2929489	ACE CASH ADVANCE
Registration Number:	1806389	A A C E
Registration Number:	2155964	ACE
Registration Number:	1831546	A A C E AMERICA'S CASH EXPRESS
Registration Number:	1498007	NATIONAL CHECK CASHES\$
Registration Number:	4890773	A ELITE

CH \$640.00 4863405

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5206680	ACE ELITE
Registration Number:	5375496	GET TO THE GOOD PART
Registration Number:	6147783	FLARE
Registration Number:	5542231	A FLAREACCOUNT
Serial Number:	76719548	GET PAID EARLY
Serial Number:	76719854	WEDNESDAY. THE NEW FRIDAY.
Serial Number:	76719852	YOU GOT THIS
Serial Number:	87349469	ACE FLARE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 59401-10070

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/23/2020

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Release**”) is made and effective as of December 17, 2020 and granted by TMI TRUST COMPANY (the “**Collateral Agent**”), a Florida corporation, as collateral agent for the secured parties under the Indenture referred to below (the “**Secured Parties**”), in favor of POPULUS FINANCIAL GROUP, INC. (formerly known as ACE Cash Express, Inc.), a Texas corporation (the “**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Indenture dated as of December 15, 2017 (the “**Indenture**”) among the Collateral Agent, the Grantor, the other Grantors (as defined therein) party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain Collateral Agreement by and among the Grantor, the Collateral Agent and other Grantors (as defined therein) party thereto dated as of December 15, 2017 (the “**Collateral Agreement**”) and (ii) that certain Grant of Security Interest in Trademark Rights by and between the Grantor and the Collateral Agent dated as of December 15, 2017 (the “**Trademark Agreement**” and, together with the Collateral Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 6230, Frame 0436 on December 15, 2017; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other indicators of the source of goods or services, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto and (ii) the right to obtain all renewals thereof (“**Trademarks**”);

(b) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark (“**Trademark Licenses**”),

(c) all rights, priorities and privileges relating to the Trademarks and the Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks and the Trademark Licenses;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Collateral Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TMI TRUST COMPANY

as Collateral Agent

By:



Name: **Daryl F. Mergenthal**

Title: VICE PRESIDENT

Address for Notices: 1100 Abernathy Road
Suite 480
Atlanta, GA 30328

[Signature Page to Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007145 FRAME: 0243

SCHEDULE 1**US Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACE CASH EXPRESS MOBILE LOANS	4863405
FIGHT WITH EVERY SWIPE	4275972
ACE CASH EXPRESS	4827204
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
A & design	3096100
ACE CASH ADVANCE	2929489
A A C E & design	1806389
ACE	2155964
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A ELITE & design	4890773
ACE ELITE	5206680
GET PAID EARLY	76/719548
WEDNESDAY. THE NEW FRIDAY.	76/719854
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GET TO THE GOOD PART	5375496
ACE FLARE	87/349469
FLARE	6147783
FLARE ACCOUNT & design	5542231