

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625804

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Intellectual Property
RESUBMIT DOCUMENT ID:	900586639

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Populus Financial Group, Inc.	FORMERLY ACE Cash Express, Inc.	12/17/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	4975 Preston Park Blvd., Suite 300
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1831546	A A C E AMERICA'S CASH EXPRESS
Registration Number:	1806389	A A C E
Registration Number:	2155964	ACE
Registration Number:	3051384	THE ESSENTIAL BROW
Registration Number:	2959183	A
Registration Number:	3096100	A
Registration Number:	3016970	A AMERICA'S CASH EXPRESS
Registration Number:	3016969	AMERICA'S CASH EXPRESS
Registration Number:	4827204	ACE CASH EXPRESS
Registration Number:	3839574	ACE, EARNING YOUR TRUST SINCE 1968!
Registration Number:	3510474	A CHECKS CASHED LOANS PAY BILLS
Registration Number:	3510478	CHECKS CASHED LOANS
Registration Number:	4890773	A ELITE
Registration Number:	4863405	ACE CASH EXPRESS MOBILE LOANS
Registration Number:	5206680	ACE ELITE
Registration Number:	5375496	GET TO THE GOOD PART
Registration Number:	6147783	FLARE
Registration Number:	5542231	A FLAREACCOUNT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6125334	ACE CASH LOANS
Registration Number:	6135224	FLARE ACCOUNT
Registration Number:	1498007	NATIONAL CHECK CASHES\$
Serial Number:	87349469	ACE FLARE
Serial Number:	88482337	O
Serial Number:	88482366	POPULUS
Serial Number:	88482435	POPULUS FINANCIAL GROUP
Serial Number:	88481799	POPULUS
Serial Number:	88481823	POPULUS FINANCIAL GROUP
Serial Number:	88522183	O
Serial Number:	88522215	POPULUS
Serial Number:	88481735	PORTE
Serial Number:	88522259	POPULUS FINANCIAL GROUP
Serial Number:	88481779	POPULUS FINANCIAL

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, fan.yang@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	02/11/2021

Total Attachments: 10

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**AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), effective as of December 17, 2020, is made by POPULUS FINANCIAL GROUP, INC., a Texas corporation formerly known as ACE Cash Express, Inc. (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent are party to that certain Grant of Security Interest in Trademark Rights, effective as of October 23, 2015 (as amended, amended and restated, supplemented or otherwise modified, the “Trademark Security Agreement”);

WHEREAS, the Grantor and the Collateral Agent are party to that certain Grant of Security Interest in Patent Rights, effective as of February 26, 2018 (as amended, amended and restated, supplemented or otherwise modified, the “Patent Security Agreement”);

WHEREAS, the Grantor and the Collateral Agent are party to that certain Grant of Security Interest in Copyrights, effective as of October 23, 2015 (as amended, amended and restated, supplemented or otherwise modified, the “Copyright Security Agreement”; and together with the Trademark Security Agreement and the Patent Security Agreement, the “Original IP Security Agreements”);

WHEREAS, the Grantor is the Borrower under the Amended and Restated Credit Agreement dated as of December 17, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ACE ACQUISITION CORP., Borrower, the financial institutions from time to time party thereto (the “Lenders”), the Collateral Agent, and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor and each other Person party thereto as a “Grantor” have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 17, 2020, in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged, granted and/or reaffirmed to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property of the Grantor, including Patents, Copyrights, and Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Administrative Agent, the Collateral

Agent, and the Lenders to enter into the Credit Agreement and the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto), the Trademarks (including, without limitation, those items listed on Schedule B hereto), and the Copyrights (including, without limitation, those items listed on Schedule C hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) is in full force and effect on the date hereof.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Amendment and Restatement. This Agreement amends and restates the Original IP Security Agreements in their entirety. This Agreement governs the present relationship among the Grantor and the Collateral Agent. This Agreement, however, is in no way intended, nor shall it be construed, to affect, replace, impair or extinguish the creation, attachment, perfection or priority of the security interests in, and other Liens on, the Collateral, which security interests and other Liens, the Grantor, by this Agreement, acknowledges, reaffirms and confirms to the Collateral Agent. The Grantor represents and warrants that it has not assigned or otherwise transferred any rights arising under the Original IP Security Agreement. In order to induce Collateral Agent to enter into the Credit Agreement and this Agreement on the Effective Date, Grantor hereby represents, warrants and covenants to Collateral Agent that it has determined that

it will benefit specifically and materially from the amendment and restatement of the Original Credit Agreement and the Original IP Security Agreements on the Effective Date.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date of this Agreement.

POPULUS FINANCIAL GROUP, INC.
as the Grantor

By: *Susan S. Pressler*
Name: Susan S. Pressler
Title: Executive Vice President and Chief
Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the Collateral Agent



By: _____

Name: Cynthia Nwaubani
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED
GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY]

TRADEMARK
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SCHEDULE A





U.S. Patent Registrations and Applications

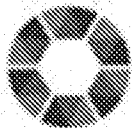
Title	Current Owner	Status	Country/State	App. No./App. Date	Patent No./Issue Date
SYSTEMS AND METHODS FOR PROCESSING CONTRIBUTIONS MADE TO PURCHASER SELECTED ORGANIZATIONS	Populus Financial Group, Inc.	Pending	United States of America	16/933,742 Jul-20-2020	TBD
SYSTEMS AND METHODS FOR ENABLING SELECTIVE ACTIVATION OF RESOURCE-DRAINING PROCESSES	Populus Financial Group, Inc.	Pending	United States of America	16/941,469 Jul-28-2020	TBD

[Schedule A to A&R Grant of Security Interest in Intellectual Property]

SCHEDULE B

U.S. Trademark Registrations and Applications

No.	Title	Owner	Status	Country/ State	Application No. Application Date	Registration No. Registration Date
1.	A ACE AMERICA'S CASH EXPRESS	Populus Financial Group, Inc.	Registered	United States of America	73/794568 Apr-20- 1989	1831546 Apr-19-1994
2.		Populus Financial Group, Inc.	Registered	United States of America	74/306322 Aug-21- 1992	1806389 Nov-23- 1993
3.	ACE	Populus Financial Group, Inc.	Registered	United States of America	74/731132 Sep-19- 1995	2155964 May-12- 1998
4.	ACE CASH EXPRESS	Populus Financial Group, Inc.	Registered	United States of America	76/558903 Nov-13- 2003	3051384 Jan-24-2006
5.		Populus Financial Group, Inc.	Registered	United States of America	76/576009 Feb-17- 2004	2959183 Jun-07-2005
6.		Populus Financial Group, Inc.	Registered	United States of America	76/577170 Feb-23- 2004	3096100 May-23- 2006
7.		Populus Financial Group, Inc.	Registered	United States of America	76/601682 Jul-12-2004	3016970 Nov-22- 2015
8.	AMERICA'S CASH EXPRESS	Populus Financial Group, Inc.	Registered	United States of America	76/601681 Jul-12-2004	3016969 Nov-22- 2005
9.	ACE CASH EXPRESS	Populus Financial Group, Inc.	Registered	United States of America	76/619918 Nov-09- 2004	4827204 Oct-6-2014
10.	ACE, earning your trust since 1968!	Populus Financial Group, Inc.	Registered	United States of America	76/687117 Feb-26- 2008	3939574 Aug-31- 2010
11.	A CHECKS CASHED LOANS PAY BILLS	Populus Financial Group, Inc.	Registered	United States of America	76/687706 Mar-14- 2008	3510474 Oct-07-2008

No.	Title	Owner	Status	Country/ State	Application No. Application Date	Registration No. Registration Date
12.	A CHECKS CASHED LOANS PAY BILLS	Populus Financial Group, Inc.	Registered	United States of America	76/688992 Apr-25- 2008	3510478 Oct-07-2008
13.	A ELITE	Populus Financial Group, Inc.	Registered	United States of America	76/704253 Aug-26- 2010	4890773 Jan-26-2016
14.	ACE CASH EXPRESS MOBILE LOANS	Populus Financial Group, Inc.	Registered	United States of America	76/717167 Nov-4-2014	4863405 Dec-1-2015
15.	ACE ELITE	Populus Financial Group, Inc.	Registered	United States of America	76/719389 Jun-7-2016	5206680 May-23- 2017
16.	GET TO THE GOOD PART	Populus Financial Group, Inc.	Registered	United States of America	76/719853 Oct-25- 2016	5375496 Jan-09-2018
17.	ACE FLARE	Populus Financial Group, Inc.	Pending	United States of America	87/349469 Feb-24- 2017	TBD
18.	FLARE	Populus Financial Group, Inc.	Registered	United States of America	87/349491 Feb-24- 2017	6147783 Sept-8-2020
19.	FLAREACCOUNT	Populus Financial Group, Inc.	Registered	United States of America	87/484859 Jun-12- 2017	5542231 Aug-14- 2018
20.		Populus Financial Group, Inc.	Pending	United States of America	88/482337 Jun-20- 2019	TBD
21.	POPULUS	Populus Financial Group, Inc.	Pending	United States of America	88/482366 Jun-20- 2019	TBD
22.	POPULUS FINANCIAL GROUP	Populus Financial Group, Inc.	Pending	United States of America	88/482435 Jun-20- 2019	TBD
23.	POPULUS	Populus Financial Group, Inc.	Pending	United States of America	88/481799 Jun-20- 2019	TBD
24.	POPULUS FINANCIAL	Populus Financial Group, Inc.	Pending	United States of America	88/481779 Jun-20- 2019	TBD
25.	POPULUS FINANCIAL GROUP	Populus Financial Group, Inc.	Pending	United States of America	88/481823 Jun-20- 2019	TBD

[Schedule B to A&R Grant of Security Interest in Intellectual Property]

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No.	Title	Owner	Status	Country/ State	Application No. Application Date	Registration No. Registration Date
26.	O	Populus Financial Group, Inc.	Pending	United States of America	88/522183 Jul-18-2019	TBD
27.	POPULUS	Populus Financial Group, Inc.	Pending	United States of America	88/522215 Jul-18-2019	TBD
28.	PORTE	Populus Financial Group, Inc.	Pending	United States of America	88/481735 Jun-20- 2019	TBD
29.	POPULUS FINANCIAL GROUP	Populus Financial Group, Inc.	Pending	United States of America, Inc.	88/522259 Jul-18-2019	TBD
30.	Ace Cash Loans	Populus Financial Group, Inc.	Registered	United States of America, Inc.	88/200548 Nov-20- 2018	6125334 Aug-11- 2020
31.	Flare Account	Populus Financial Group, Inc.	Registered	United States of America, Inc.	88/767496 Jan-21-2020	6135224 Aug-25- 2020
32.	*National Check Cashers\$ ¹	ACE Cash Express Inc.	Registered	United States of America, Inc.	73/612963 Aug-4-1986	1498007 Jul-26-1988

¹ As a courtesy, the Loan Parties have included the Trademark identified as NATIONAL CHECK CASHER and design (Reg. No. 1498007) (the “Abandoned Mark”), however, notwithstanding its status with the United States Patent and Trademark Office is listed as “active”, the Borrower has confirmed this mark was intentionally abandoned (and its registration has lapsed as of the date hereof) in conformity with the terms and conditions of the Original Guarantee and Collateral Agreement, therefore, notwithstanding anything else to the contrary in this Agreement, no representations or warranties or covenants set forth herein shall apply to the Abandoned Mark.

SCHEDULE C
U.S. Copyrights

Copyright Title	Registration Number	Grantor
How to cash every good check: the insur-a-check system	TXu000323234	Populus Financial Group, Inc.

[Schedule C to A&R Grant of Security Interest in Intellectual Property]

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RECORDED: 12/18/2020

TRADEMARK
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