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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM830384

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Axcess Financial Services, Inc.		08/04/2023	Corporation: OHIO

# **RECEIVING PARTY DATA**

Name:	Computershare Trust Company, N.A.		
Street Address:	Attn: CCT Administrator for CNG Holdings, Inc.		
Internal Address:	1505 Energy Park Drive		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	National Banking Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark	
Serial Number:	97576043	AXCESS CREDIT	
Serial Number:	97576023	AXCESS CREDIT FLEX LINE	
Serial Number:	97576018	AXCESS CREDIT FLEX LINE	
Serial Number:	97576009	AXCESS CREDIT PERSONAL LOAN	
Serial Number:	97576000	AXCESS CREDIT PERSONAL LOAN	
Serial Number:	97068938	XACTLOAN	
Serial Number:	97096391	XACT FLEX	
Serial Number:	97068946	XACT LOAN	
Serial Number:	90537107	XACTFLEX	
Serial Number:	90804451	WE'LL HANDLE IT. TOGETHER	
Serial Number:	88314038	CHECK 'N GO SELECT LOAN	
Serial Number:	88657532	POCKETPERKS	
Serial Number:	88646828	P360	
Serial Number:	88646823	POCKET360	
Serial Number:	88606746	XACT	
Serial Number:	86351852	AXCESS CREDIT	
Serial Number:	85757752	THE CHOICE LOAN	
Serial Number:	77132048	AXCESS TRADEMARK	

TRADEMARK

REEL: 008160 FRAME: 0104

900791814

Property Type	Number	Word Mark	
Serial Number:	77105447	AXCESS FINANCIAL	
Serial Number:	76661314	CHECK 'N GO	
Serial Number:	76654027	CHECK 'N GO	
Serial Number:	74725580	CHECK 'N GO	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2164798780

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:** 216-479-8500

**Email:** IP-squiretm@squirepb.com

Correspondent Name: Zachary Hofstetter

Address Line 1: Squire Patton Boggs (US) LLP
Address Line 2: 1000 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	032938.00114
NAME OF SUBMITTER:	Zachary Hofstetter
SIGNATURE:	/Zachary Hofstetter/
DATE SIGNED:	08/08/2023

# **Total Attachments: 5**

source=CNG - Trademark Grant (Axcess Financial Services, Inc.) (Executed)#page1.tif source=CNG - Trademark Grant (Axcess Financial Services, Inc.) (Executed)#page2.tif source=CNG - Trademark Grant (Axcess Financial Services, Inc.) (Executed)#page3.tif source=CNG - Trademark Grant (Axcess Financial Services, Inc.) (Executed)#page4.tif source=CNG - Trademark Grant (Axcess Financial Services, Inc.) (Executed)#page5.tif

#### GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Axcess Financial Services, 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 August 4, 2023 (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 COMPUTERSHARE TRUST COMPANY, N.A., 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 August 4, 2023 (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 <u>Schedule A</u> 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

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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.

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 4th day of August, 2023.

### AXCESS FINANCIAL SERVICES, INC.

By: Luke Williamson

Name: Luke Williamson

Title: Treasurer

(Execution Page - Grant of Trademark Interest)

# SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

	Trademark	Registration/	Registration/
Owner	Description	Appl. Number	Appl. Date
Axcess Financial	AXCESS CREDIT	97576043	September 2, 2022
Services, Inc.			
Axcess Financial	AXCESS CREDIT	97576023	September 2, 2022
Services, Inc.	FLEX LINE		
Axcess Financial	AXCESS CREDIT	97576018	September 1, 2022
,	FLEX LINE		
Axcess Financial	AXCESS CREDIT	97576009	September 1, 2022
	PERSONAL LOAN		
	AXCESS CREDIT	97576000	September 1, 2022
,	PERSONAL LOAN		
Axcess Financial	XACTLOAN	97068938	October 11, 2021
Services, Inc.			
Axcess Financial	XACT FLEX	7044630/	May 2, 2023/
Services, Inc.		97096391	October 27, 2021
Axcess Financial	XACT LOAN	6951516/	January 10, 2023/
Services, Inc.		97068946	October 11, 2021
Axcess Financial	XACTFLEX	7043737/	May 2, 2023/
Services, Inc.	AACITLEA	90537107	February 19, 2021
	WELL HANDLE IT		•
	WE'LL HANDLE IT.	6608560/	January 4, 2022/
,	TOGETHER	90804451	June 30, 2021
	CHECK 'N GO	604886/	May 5, 2020/
Services, Inc.	SELECT LOAN	88314038	February 25, 2019
Axcess Financial	DOCKETDEDIC	6049770/	May 5, 2020/
Services, Inc	POCKETPERKS	88657532	October 16, 2019
-	P360	6049768/	May 5, 2020/
Services, Inc	1300	88646828	October 8, 2019
	POCKET36	6049767/	May 5, 2020/
Services, Inc	TOCKE150	88646823	October 8, 2019
	XACT	6049751/	May 5, 2020/
Services, Inc	23	88606746	September 6, 2019
	AXCESS CREDIT	5380895/	January 16, 2018/
Services, Inc		86351852	July 29, 2014
	THE CHOICE	4522791/	April 29, 2014/
	LOAN	85757752	October 18, 2012

Axcess Financial	AXCESS	3547488/	December 16, 2008/
Services, Inc		77132048	March 15, 2007
Axcess Financial	AXCESS	3544188/	December 9, 2008/
Services, Inc	FINANCIAL	77105447	February 12, 2007
Axcess Financial	CHECK N. CO	3179148/	December 5, 2006/
Services, Inc	CHECK 'N GO	76661314	June 9, 2006
Axcess Financial	CHECK 'N GO	3179135/	December 5, 2006/
Services, Inc	CHECK N GO	76654027	January 23, 2006
Axcess Financial	CHECK 'N GO	2065791/	May 27, 1997/
Services, Inc	CHECK N GO	74725580	September 6, 1995

**RECORDED: 08/08/2023**