

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTPAY LEASING LLC		08/04/2023	Limited Liability Company: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Serial Number:	87371465	SMARTPAY	
Serial Number:	87370266	SMARTPAY	
Serial Number:	86958562	SMARTPAY	
Serial Number:	86958453	SMARTPAY	
CORRESPONDENCE DATA			
Fax Number:	2164798780		
<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:	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		

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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, 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 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.

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.

SMARTPAY LEASING LLC

By: Luke Williamson.....

Name: Luke Williamson

Title: Treasurer

{Execution Page -- Grant of Trademark Interest}

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

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
SmartPay Leasing LLC	SMARTPAY	5345106/ 87371465	November 28, 2017/ March 15, 2017
SmartPay Leasing LLC	SMARTPAY	5436425/ 87370266	April 3, 2018/ March 14, 2017
SmartPay Leasing LLC	SMARTPAY	5077414/ 86958562	November 8, 2016/ March 30, 2016
SmartPay Leasing LLC	SMARTPAY	5099245/ 86958453	December 13, 2016/ March 30, 2016