

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CNG Holdings, Inc.		07/29/2016	Corporation: OHIO
Allied Cash Holdings LLC		07/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington St., 21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3339071	SIMPLE. MONEY. SOLUTIONS.	
<b>Registration Number:</b>	2388645	ALLIED CASH ADVANCE	
<b>Registration Number:</b>	3380491	ALLIED CASH ADVANCE	
<b>Registration Number:</b>	4361579	ALLIED CASH ADVANCE	
<b>Serial Number:</b>	86395222	ALLIED CASH	
<b>Registration Number:</b>	2065791	CHECK 'N GO	
<b>Registration Number:</b>	3179135	CHECK 'N GO	
<b>Registration Number:</b>	3179148	CHECK 'N GO	
<b>Registration Number:</b>	3592824	AXCESS	
<b>Registration Number:</b>	3547488	AXCESS	
<b>Registration Number:</b>	3544188	AXCESS FINANCIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066006		
<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>			
<b>Phone:</b>	212-806-5763		
<b>Email:</b>	tm@stroock.com		
<b>Correspondent Name:</b>	Jeffrey M. Mann		

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TRADEMARK

**Address Line 1:** 180 Maiden Lane, 38th Floor  
**Address Line 2:** Stroock & Stroock & Lavan LLP  
**Address Line 4:** New York, NEW YORK 10038-4982

**ATTORNEY DOCKET NUMBER:** 002838/0016

**NAME OF SUBMITTER:** Jeffrey M. Mann

**SIGNATURE:** /jeffrey m. mann/

**DATE SIGNED:** 08/04/2016

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of July, 2016, among Grantors (as defined below) listed on the signature pages hereof, and CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors, "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Senior Secured Term and Revolving Credit Agreement dated as of July 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among CNG Holdings, Inc., an Ohio corporation (the "Company"), certain subsidiaries of the Company party thereto as guarantors (each a "Guarantor" and collectively, the "Guarantors" and, together with the Company, each a "Grantor" and collectively, jointly and severally, the "Grantors"), the financial institutions from time to time party thereto (the "Lenders") and Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Company pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Company as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of July 29, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) Trademarks and Intellectual Property Licenses related to Trademarks ("Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and all products and proceeds (as that term is defined in the UCC) of the foregoing whether tangible or intangible, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License; (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License

provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and as a supplement to the Security Interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Each Grantor hereby acknowledges and affirms that (x) the Security Agreement shall remain in full force and effect in accordance with its terms and (y) the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Trademark Security Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Second Amended and Restated Intercreditor Agreement dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Cortland Capital Markets Services LLC, in its capacity as administrative agent and collateral agent for First Lien Lenders identified therein, Wells Fargo Bank, N.A., in its capacity as trustee

and collateral agent for Second Lien Creditors identified therein and such other agents representing holders of Other Second Lien obligations as may become party thereto pursuant to Section 4.18(f) thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademark applications or renewal or extension of any existing trademark applications or registrations. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to (x) modify this Agreement by amending Schedule I, or (y) execute on their behalf a Trademark Security Agreement in substantially this form, in each case to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

7. LOAN DOCUMENT. From and after the execution and delivery hereof by the parties hereto, this Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

8. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured

Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

10. RECORDING. The parties hereby authorize and request the Commissioner of Trademarks to record this Trademark Security Agreement in the Patent and Trademark Office with respect to the Trademark Collateral.

[Signature pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CNG HOLDINGS, INC., as Grantor

By: 

Name: A. David Davis

Title: President

ALLIED CASH HOLDINGS LLC, as Grantor

By: 

Name: A. David Davis

Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005846 FRAME: 0916**

**ACCEPTED AND ACKNOWLEDGED BY:**

CORTLAND CAPITAL MARKET SERVICES  
LLC, as Administrative Agent

By: 

Name: Polina Arsentyeva  
Title: Associate Counsel



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
CNG Holdings, Inc.	USA	SIMPLE.MONEY .SOLUTIONS	Reg. No.: 3339071	Reg. Date: 11/20/2007
Allied Cash Holdings LLC	USA	ALLIED CASH ADVANCE	Reg. No.: 2388645	Reg. Date: 9/19/2000
Allied Cash Holdings LLC	USA	ALLIED CASH ADVANCE	Reg. No.: 3380491	Reg. Date: 2/12/2008
Allied Cash Holdings LLC	USA	ALLIED CASH ADVANCE	Reg. No.: 4361579	Reg. Date: 7/2/2013
Allied Cash Holdings LLC	USA	ALLIED CASH	App. No.: 86395222	App. Date: 9/15/2014

**Trade Names:**

Check 'n Go  
Allied Cash Advance  
Acess Financial

**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

Non-Exclusive Trademark License Agreement dated February 8, 2010 between CNG Financial Corporation and CNG Holdings, Inc. granting a non-exclusive license to the following trademarks:

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Reg Date</b>
USA	CHECK 'N GO	2,065,791	5/27/1997
USA	CHECK 'N GO	3,179,135	12/5/2006
USA	CHECK 'N GO	3,179,148	12/5/2006
USA	AXCESS	3,592,824	3/17/2009
USA	AXCESS	3,547,488	12/16/2008
USA	AXCESS FINANCIAL	3,544,188	12/9/2008