

Re: 2-25-10

03-02-2010

Electronic Version v1.1  
Stylesheet Version v1.1

103590384

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNG Holdings, Inc.		02/09/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Wachovia Bank, N.A.		
Street Address:	15 South Main Street		
Internal Address:	3rd Floor		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29801		
Entity Type:	National Association: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3547488	AXCESS	
Registration Number:	3592824	AXCESS	
Registration Number:	2941903	AXCESS AMERICA	
Registration Number:	3548802	CHECKPOINTS	
Registration Number:	3339071	SIMPLE. MONEY. SOLUTIONS.	
Registration Number:	2908001	TRANSEND	
Registration Number:	3179148	CHECK 'N GO	
Registration Number:	3179135	CHECK 'N GO	
Registration Number:	3544188	AXCESS FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(216) 586-3939		

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Email:	kjkopczyk@jonesday.com
Correspondent Name:	Kathie J. Kopczyk
Address Line 1:	901 Lakeside Avenue
Address Line 2:	Jones Day
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	974727-920041/KJK
NAME OF SUBMITTER:	Kathie J. Kopczyk
Signature:	/Kathie J. Kopczyk/
Date:	02/10/2010
Total Attachments: 4 source=DOC191#page1.tif source=DOC191#page2.tif source=DOC191#page3.tif source=DOC191#page4.tif	

### GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CNG HOLDINGS, INC., an Ohio corporation ("Company"), 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, Company has entered into a Credit Agreement dated as of February 9, 2010 (said Credit 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 "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") and Wachovia Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "Swap Counterparties"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 9, 2010 (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 Company as a grantor ("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

ovcat 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.

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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 9th day of February, 2010.

CNG HOLDINGS, INC.

By: [Signature]  
Name: Roger Dean  
Title: Chief Financial Officer

CLL-1779151

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

<b>Trademark [TM] Service Mark [SM]</b>	<b>Owner/Licenser (Licensee)</b>	<b>Registration Number</b>	<b>Registration Date</b>
Access [SM]	CNG Financial (Borrower)	3547488	12-16-08
Access (debit cards) [TM]	CNG Financial (Borrower)	3592824	3-17-09
Access Financial	CNG Financial (Borrower)	3544188	12-9-08
Access America [TM]	CNG Financial (Borrower)	2941903	4-19-05
CheckPoints [TM]	Borrower	3546802	12-16-08
Simple.Money.Solutions [SM]	Borrower	3339071	11-20-07
Transend [SM]	CNG Financial (Borrower)	2906001	11-30-04
Check 'n Go (word) [SM]	CNG Financial (Borrower)	3179148	12-5-06
Check 'n Go (logo) [SM]	CNG Financial (Borrower)	3179135	12-5-06