

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNG HOLDINGS, INC.		05/09/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A., AS COLLATERAL AGENT		
Street Address:	230 WEST MONROE STREET, SUITE 2900		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3547488	AXCESS	
Registration Number:	3592824	AXCESS	
Registration Number:	2941903	AXCESS AMERICA	
Registration Number:	3544188	AXCESS FINANCIAL	
Registration Number:	3546802	CHECKPOINTS	
Registration Number:	3339071	SIMPLE. MONEY. SOLUTIONS.	
Registration Number:	3179148	CHECK 'N GO	
Registration Number:	3179135	CHECK 'N GO	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		

OP \$215.00 3547488

Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37905
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/14/2012

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CNG Holdings, 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 May 9, 2012 (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 WELLS FARGO BANK, 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 XI 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 May 9, 2012 (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.

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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 May, 2012.

CNG HOLDINGS, INC.

By: 

Name: Roger W. Dean

Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest]

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

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Expiration Date</u>
CNG Financial Corp.	Axcess	3547488	12/16/2018
CNG Financial Corp.	Axcess (cards)	3592824	3/17/2019
CNG Financial Corp.	Axcess America	2941903	4/19/2015
CNG Financial Corp.	Axcess Financial	3544188	12/9/2018
CNG Holdings, Inc.	Check Points	3546802	12/16/2018
CNG Holdings, Inc.	Simple.Money.Solutions.	3339071	11/20/2017
CNG Financial Corp.	Check 'n Go (word)	3179148	12/5/2016
CNG Financial Corp.	Check 'n Go (logo)	3179135	12/5/2016