

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454790

<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>
ACE CASH EXPRESS, INC.		12/15/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMI TRUST COMPANY		
<b>Street Address:</b>	901 Summit Ave		
<b>City:</b>	Ft Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	TRUST COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4863405	ACE CASH EXPRESS MOBILE LOANS	
<b>Registration Number:</b>	4275972	FIGHT WITH EVERY SWIPE	
<b>Registration Number:</b>	4827204	ACE CASH EXPRESS	
<b>Registration Number:</b>	3016970	A AMERICA'S CASH EXPRESS	
<b>Registration Number:</b>	3016969	AMERICA'S CASH EXPRESS	
<b>Registration Number:</b>	3051382	ACE CASH EXPRESS	
<b>Registration Number:</b>	2959183	A	
<b>Registration Number:</b>	3510474	A CHECKS CASHED LOANS PAY BILLS	
<b>Registration Number:</b>	3510478	CHECKS CASHED LOANS	
<b>Registration Number:</b>	3839574	ACE, EARNING YOUR TRUST SINCE 1968!	
<b>Registration Number:</b>	3096100	A	
<b>Registration Number:</b>	2929489	ACE CASH ADVANCE	
<b>Registration Number:</b>	1806389	A A C E	
<b>Registration Number:</b>	2155964	ACE	
<b>Registration Number:</b>	1831546	A A C E AMERICA'S CASH EXPRESS	
<b>Registration Number:</b>	1498007	NATIONAL CHECK CASHES\$	
<b>Registration Number:</b>	4890773	A ELITE	
<b>Registration Number:</b>	5206680	ACE ELITE	
<b>Serial Number:</b>	76719548	GET PAID EARLY	

OP \$640.00 4863405

Property Type	Number	Word Mark
Serial Number:	76719854	WEDNESDAY. THE NEW FRIDAY.
Serial Number:	76719852	YOU GOT THIS
Serial Number:	76719853	GET TO THE GOOD PART
Serial Number:	87349469	ACE FLARE
Serial Number:	87349491	FLARE
Serial Number:	87484859	A FLAREACCOUNT

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*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: 800-494-5225  
Email: ipteam@cogencyglobal.com  
Correspondent Name: Stewart Walsh  
Address Line 1: 1025 Vermont Ave NW, Suite 1130  
Address Line 2: Cogency Global Inc.  
Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F174386
<b>NAME OF SUBMITTER:</b>	ESTEFANIA LAUREANO
<b>SIGNATURE:</b>	/ESTEFANIA LAUREANO/
<b>DATE SIGNED:</b>	12/15/2017

**Total Attachments: 5**  
source=ACE Cash - Issuer Trademark Security Agreement (Executed)#page2.tif  
source=ACE Cash - Issuer Trademark Security Agreement (Executed)#page3.tif  
source=ACE Cash - Issuer Trademark Security Agreement (Executed)#page4.tif  
source=ACE Cash - Issuer Trademark Security Agreement (Executed)#page5.tif  
source=ACE Cash - Issuer Trademark Security Agreement (Executed)#page6.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 15, 2017 is made by ACE CASH EXPRESS, INC., a Texas corporation (the “Grantor”), in favor of TMI TRUST COMPANY, a Texas trust company, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings as the terms defined in the Collateral Agreement (defined below).

W I T N E S S E T H:

WHEREAS, the Grantor has entered into the Indenture dated as of December 15, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) among the Grantor, Holdings, the Subsidiary Grantors and TMI Trust Company, as Trustee and the Collateral Agent;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Collateral Agreement, dated as of December 15, 2017, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Initial Purchasers to purchase the Notes pursuant to the Purchase Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date first set forth above.

ACE CASH EXPRESS, INC.  
*as Grantor*

By:   
Name: Susan S. Pressler  
Title: Executive Vice President and Chief Financial Officer

[Signature Page to the Issuer Trademark Security Agreement]

[[3691174]]

**TRADEMARK**  
**REEL: 006230 FRAME: 0440**

TMI TRUST COMPANY, *as Collateral Agent*

By:

*Kathy E. Knapp*  
Name: KATHY E. KNAPP  
Title: *Vci President*

[Signature Page to the Issuer Trademark Security Agreement]

[[3691174]]

**TRADEMARK**  
**REEL: 006230 FRAME: 0441**

**SCHEDULE A****U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACE CASH EXPRESS MOBILE LOANS	4863405
FIGHT WITH EVERY SWIPE	4275972
ACE CASH EXPRESS	4827204
A AMERICA'S CASH EXPRESS & design	3016970
AMERICA'S CASH EXPRESS	3016969
ACE CASH EXPRESS	3051382
A & design	2959183
A CHECKS CASHED LOANS PAY BILLS & design	3510474
CHECKS CASHED LOANS & design	3510478
ACE, EARNING YOUR TRUST SINCE 1968! & design	3839574
A & design	3096100
ACE CASH ADVANCE	2929489
A A C E & design	1806389
ACE	2155964
A A C E AMERICA'S CASH EXPRESS & design	1831546
NATIONAL CHECK CASHIER\$ & design	1498007
A ELITE & design	4890773
ACE ELITE	5206680
GET PAID EARLY	76/719548
WEDNESDAY. THE NEW FRIDAY.	76/719854
YOU GOT THIS	76/719852
GET TO THE GOOD PART	76/719853
ACE FLARE	87/349469
FLARE	87/349491
FLARE ACCOUNT & design	87/484859