TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intermex Wire Transfer, LLC		07/04/2006	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Administrative Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2446107	INTERMEX
Serial Number:	78889494	INTERMEX

OP $65.00 2446107

CORRESPONDENCE DATA

Fax Number: (312)863-7812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: nathaniel.panek@goldbergkohn.com
Correspondent Name: Nathaniel Panek
Address Line 1: 55 East Monroe St.
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.126
NAME OF SUBMITTER:	Nathaniel Panek

Signature:	/nathaniel panek/
Date:	08/16/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of July, 2006, by Intermex Wire Transfer, LLC, a Florida limited liability company ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders (the "Lenders") party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Intermex Holdings, Inc. ("Holdings"), Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and Holdings by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Holdings and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in the Collateral including all right, title and interest of Grantor in and to all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill attributable to each Trademark, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of Grantor's Obligations, Grantor hereby grants to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a security interest in Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising other than Excluded Property:

each Trademark listed on Schedule 1 annexed hereto, together with all renewals, extensions and continuations thereof, and all of the goodwill attributable to each Trademark; and

all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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.

GOVERNING LAW. THIS AGREEMENT AND ALL MATTERS RELATING HERETO, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INTERMEX WIRE TRANSFER, LLC

By _____
Its President (Carlos J. Rivera)

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Its _____

TRADEMARK
REEL: 003370 FRAME: 0650

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INTERMEX WIRE TRANSFER, LLC

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Its **John M. Stanzi**
Vice President

TRADEMARK
REEL: 003370 FRAME: 0651

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.
Intermex - International Money Express	2446107

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.
Intermex	78889494