

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Intermex Wire Transfer, LLC		03/16/2007	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
<b>Street Address:</b>	222 N. LaSalle St.		
<b>Internal Address:</b>	16th floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3217954	INTERMEX	
Registration Number:	2634295		
Registration Number:	2617101	SERVI MEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nathaniel.panek@goldbergkohn.com		
<b>Correspondent Name:</b>	Nathaniel Panek		
<b>Address Line 1:</b>	55 East Monroe St.		
<b>Address Line 2:</b>	Ste. 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5125.126		

OP \$90.00 3217954

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nap/
Date:	03/16/2007
Total Attachments: 5 source=Intermex_TMs#page1.tif source=Intermex_TMs#page2.tif source=Intermex_TMs#page3.tif source=Intermex_TMs#page4.tif source=Intermex_TMs#page5.tif	

## SECOND TRADEMARK SECURITY AGREEMENT

THIS SECOND TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 16th day of March, 2007, 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**"):

### W I T N E S S E T H

WHEREAS, Grantor, Intermex Holdings, Inc. ("**Holdings**"), Grantee and Lenders are parties to a certain Amended and Restated 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 dated August 4, 2006 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, 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:

1. 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.

2. 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:

(a) 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

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

3. New Trademarks. Grantor hereby authorizes Grantee, upon Grantor's delivery of written notice to the Grantee of any newly acquired registered Trademark or newly filed application for the registration of any Trademark, or rights thereto, to modify this Agreement by amending Schedule 1 to include any such new or additional Trademarks.


4. 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.

5. **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: DARREN EBBERT

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: \_\_\_\_\_

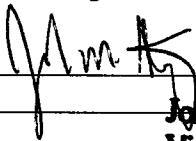
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**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**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>
Intermex	3217954
Design	2634295
Servi Mex and Design	2617101