



103439572

**FORM COVER SHEET
MARKS ONLY**

To the

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.)

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Marti A. Meyerson EDS Trust

Internal

Address: _____

Street Address: 3401 Armstrong Avenue

City: Dallas

State: Texas

Country: USA

Zip: 75205

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Trust

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship Texas
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 2, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78433511, 78433502, 78435745

B. Trademark Registration No.(s)
2756267, 2756268, 2680339, 2563162

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew Y. DeArman

Internal Address: _____

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-855-7448

Fax Number: 214-855-8200

Email Address: mdearman@fulbright.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Matthew Y. DeArman
Signature

August 15, 2007
Date

MATTHEW Y. DEARMAN
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **33**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/23/2007 DBYRNE

00000001 78433511

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

**TRADEMARK
REEL: 003609 FRAME: 0831**

Y. 20.07

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 2, 2006, by and between Marti A. Meyerson EDS Trust, a Texas trust (the "Creditor"), and each of the other parties named as an "Obligor" on the signature pages hereof (collectively, the "Obligor").

1. **GENERAL DEFINITIONS.**

1.1 As used herein, "UCC" means the Uniform Commercial Code as in effect from time to time in the State of Delaware.

1.2 All capitalized terms contained in this Agreement, but not specifically defined in this Agreement, shall have the meanings provided by the UCC to the extent the same are used or defined therein. Without limitation, the following terms are used herein as defined in the UCC: Account, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Payment Intangibles, Proceeds, and Supporting Obligations. Other capitalized terms used herein but not otherwise defined herein or in the UCC shall have the meanings ascribed to such terms in the Secured Bridge Credit Agreement, dated as of an even date herewith, between the Creditor and Nexxar Group, Inc. (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

1.3 As used herein:

(a) "Copyrights" means (i) all copyrights owned or licensed by Obligor arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

(b) "Copyright Licenses" means any written agreement naming Obligor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

(c) "Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property owned or licensed by Obligor, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

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(d) "Patents" means (i) all letters patent owned or licensed by Obligor arising under the laws of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(e) "Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to Obligor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

(f) "Other Obligor" means any other person obligated as direct or indirect obligor or guarantor of any Obligations, or of any indebtedness, obligations and liabilities guaranteed by the Obligor.

(g) "Receivable" means any right to payment, including any Account, whether or not evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance.

(h) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers owned or licensed by Obligor, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

(i) "Trademark Licenses" means any agreement, whether written or oral, providing for the grant by or to Obligor of any right to use any Trademark.

2. OBLIGATIONS SECURED. The Collateral (as defined below) shall secure any and all indebtedness, obligations and liabilities of the Obligor to the Creditor, with respect to:

(a) all unpaid principal of and interest on, and all other obligations or liabilities of the Obligor which may arise under or in connection with, all loans, advances and other financial accommodations made, issued or extended by the Creditor to or on behalf of the Obligor under the Credit Agreement;

(b) all indebtedness, obligations and liabilities of Obligor under any guaranty issued to Creditor in connection with the Credit Agreement;

(c) all interest, fees, costs and expenses, reimbursement obligations, indemnities and other liabilities provided for under either the Credit Agreement or any guaranty issued to Creditor in connection with the Credit Agreement, including attorneys' fees and costs or expenses incurred in connection with collection and enforcement and sums advanced by the Creditor to protect the Collateral or otherwise as permitted to be made by the Creditor under this Agreement; and

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- (d) all indebtedness, obligations and liabilities under this Agreement;

in each case, whether now existing or hereafter arising, joint or several, absolute or contingent, liquidated or unliquidated, and however arising (all such indebtedness, obligations and liabilities being collectively referred to herein as the "Obligations"; and any agreement, instrument, guaranty or other document now or hereafter evidencing or securing any of the Obligations, being collectively referred to herein as the "Financing Documents").

3. GRANT OF SECURITY INTEREST. To secure the punctual payment and performance of the Obligations when due (whether at the stated maturity, by acceleration or otherwise), the Obligor hereby grants to the Creditor a security interest in and to, and a lien upon (the "Security Interest"), all right, title and interest of the Obligor in and to the following property, whether now owned and existing or hereafter acquired or arising, and wherever located (collectively, the "Collateral"):

(a) All Accounts and other rights to the payment of money, whether due or to become due, and whether or not earned by performance;

(b) All Chattel Paper, including electronic chattel paper;

(c) All Instruments, including promissory notes, whether due or to become due, and whether or not earned by performance;

(d) All General Intangibles, including all contracts, purchase orders or other supplements thereto, rights to moneys, choses in action, goodwill, tax refunds, Software, intellectual property, patents, copyrights, tradenames and trademarks;

(e) All Goods;

(f) All Inventory, including all Goods held for sale or lease or to be furnished under contract of service or so leased or furnished, and all parts, raw materials, work in process, and supplies relating thereto;

(g) All Equipment;

(h) All Documents, including all negotiable and nonnegotiable Documents covering any Inventory, Equipment or other Collateral;

(i) All rights under insurance contracts covering any Inventory, Equipment, Documents or other Collateral;

(j) All Investment Property, including all certificated and uncertificated securities;

(k) All Deposit Accounts;

(l) All Letter-of-Credit Rights;

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(m) All Payment Intangibles;

(n) All Supporting Obligations;

(o) All Intellectual Property;

(p) All other property of the Obligor now or hereafter in the possession, custody or control of the Creditor;

(q) All Records, including all books and records pertaining to any of the foregoing, including any computer-readable memory and any computer hardware or software necessary to process such memory; and

(r) All Proceeds of any of such property in whatever form, whether derived from voluntary or involuntary disposition, all products of any of such property, all renewals, replacements, substitutions, additions, accessions, rents, issues, royalties and profits of, to or from any such property and all dividends or other income from Investment Property, collections thereon or distributions or payments with respect thereto;

provided, however, the Collateral shall not include the "Collateral" as defined in the Pledge Agreement.

The Security Interest created herein is subject to any applicable restriction to the creation of a Security Interest to the extent that such restriction is not made ineffective by UCC Sections 9-406, 9-407, 9-408, or 9-409.

4. REPRESENTATIONS AND WARRANTIES. The Obligor represents and warrants to the Creditor that:

4.1 Authority. The Obligor has full power and authority to grant the Security Interest in the Collateral and to execute, deliver, and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person except as specifically disclosed to the Creditor on Schedule 4.1.

4.2 Absence of Other Encumbrances. The Collateral is free and clear of all Liens and adverse claims other than the Security Interest and other Permitted Liens. Except with respect to Collateral subject to Permitted Liens which may be and have been perfected by filing a financing statement, upon the effective filing of a UCC-1 financing statement with the Office of the Secretary of State referenced in Schedule 4.5 or by exercising control over the Collateral, the Creditor will have a first-priority perfected security interest in that portion of the Collateral in which a security interest may be perfected by filing an initial financing statement with such office.

4.3 Information Regarding Names. The Obligor has disclosed to the Creditor in Schedule 4.3 complete and correct information regarding the Obligor's exact legal name and all prior legal names, if any, used by the Obligor. Schedule 4.3 also lists the names of all Persons from whom the Obligor acquired any assets since the date of the financial statements

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referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller).

4.4 Location of Collateral and Principal Place of Business. No inventory of any Person other than the Obligor is located on any premises owned or leased by the Obligor.

4.5 Jurisdiction of Incorporation. The Obligor has disclosed to the Creditor in Schedule 4.5 complete and correct information regarding the Obligor's jurisdiction of incorporation and its identification number in the records of such jurisdiction.

4.6 Intellectual Property.

(a) Schedule 4.6(a) lists all Intellectual Property (other than any generally commercial available software license) that is registered or subject to a pending application for registration and is owned by, or licensed to or by, the Obligor on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 4.6(c), on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Obligor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or the Obligor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a material adverse effect on the Obligor.

(e) No action or proceeding is pending, or, to the knowledge of the Obligor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property owned by Obligor or the Obligor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any such Intellectual Property.

5. COVENANTS AND AGREEMENTS OF THE OBLIGOR. The Obligor covenants and agrees as follows:

5.1 Restriction on Further Encumbrances. The Obligor shall not, without the prior written consent of the Creditor, create, grant or suffer to exist any other Liens in or to any of the Collateral except for the Security Interest and the other Permitted Liens.

5.2 Records and Inspection. The Obligor shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds at its principal place of business, which Collateral and records will be made available for inspection and copying upon such premises by the Creditor at any reasonable time.

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5.3 Restrictions on Removal of Collateral. The Obligor shall not remove Collateral or any related books and records from the Collateral States except for removal of incidental items of Collateral in the ordinary course of the Obligor's business, consistent with past practice.

5.4 Restriction on Changing State of Organization. The Obligor shall not change its state of incorporation or its jurisdiction of organization (as applicable) or convert into a different type of entity.

5.5 Information Regarding Names. At least 30 days before changing its name or adopting a new name, the Obligor shall give written notice to the Creditor of any new name of the Obligor.

5.6 Information on Collateral and Business. The Obligor shall deliver to the Creditor such other data and information (financial and otherwise) as the Creditor from time to time may reasonably request bearing upon or related to the Collateral or the Obligor's business operations or financial condition.

5.7 Duty of Care. The Obligor shall be responsible for preserving and maintaining the Collateral and the Creditor shall have no duty of care with respect to the Collateral, except that the Creditor shall have an obligation to exercise reasonable care with respect to Collateral in its possession; provided that (i) the Creditor shall be deemed to have exercised reasonable care if Collateral in its possession is accorded treatment substantially comparable to that which the Creditor accords its own property or treatment substantially in accordance with actions requested by the Obligor in writing, although the Creditor shall not be obligated to comply with any such requests and (ii) the Creditor shall not be obligated to take steps to preserve rights against any other parties or property.

5.8 Taxes. The Obligor shall pay when due all governmental taxes, assessments or charges upon the Collateral.

5.9 Further Assurances and Authority of Creditor. The Obligor shall from time to time execute, deliver, file and record all such further agreements, instruments, financing statements, notices and other documents (collectively, "Supplemental Documentation") as may be reasonably requested by the Creditor to perfect or preserve the Security Interest, to enable the Creditor to notify any third parties of the existence of the Creditor's Security Interest, or otherwise to carry out the intent of this Agreement. The Obligor authorizes the Creditor to file financing statements where desirable in the Creditor's judgment to perfect the Security Interest without the signature of the Obligor. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Creditor, duly indorsed in a manner satisfactory to the Creditor, to be held as Collateral pursuant to this Agreement.

5.10 Power of Attorney. The Obligor hereby irrevocably makes, constitutes and appoints the Creditor (and all persons designated by the Creditor for that purpose) as the Obligor's true and lawful attorney (and agent-in-fact) to (i) sign the name of the Obligor on any

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Supplemental Documentation and to deliver any Supplemental Documentation to such persons as the Creditor, in its sole discretion, may elect and (ii) obtain, hold, direct or redirect delivery of or otherwise administer, and control any agreement, instrument or document evidencing any portion of the Collateral or the Obligor's rights with respect thereto, including documents of title, warehouse receipts and security agreements (collectively "Special Collateral"), as the Creditor, in its sole discretion, may elect.

5.11 Insurance.

(a) The Obligor shall maintain or cause to be maintained with reputable insurers insurance coverage of such types as is customary for, and would be maintained by, a corporation with an established reputation engaged in the same or similar businesses in similar locations and provide to the Creditor, upon its reasonable request, evidence of such coverage.

(b) Any amounts received under such insurance policies maintained hereunder may be applied by the Creditor to the Obligations in such order and at such times as the Creditor may determine or, at the option of the Creditor, released to the Obligor, provided that no such application or release shall cure or waive any Event of Default and no amount released shall be deemed a payment of any obligations.

(c) In the event the Obligor at any time fails to maintain any of the policies of insurance required above or equivalent replacement policies or fails to pay any premium in whole or in part, then the Creditor, without waiving or releasing any of the Obligations or any Event of Default, may (but shall be under no obligation to) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto that the Creditor deems advisable.

5.12 Intellectual Property.

(a) The Obligor will notify the Creditor immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding the Obligor's ownership of, or the validity of, any material Intellectual Property or the Obligor's right to register the same or to own and maintain the same.

(b) Whenever the Obligor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, the Obligor shall report such filing to the Creditor within thirty days after the date on which such filing occurs. Upon request of the Creditor, the Obligor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Creditor may request to evidence the Creditor's security interest in any Copyright, Patent or Trademark,

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whether now owned or hereafter acquired or arising, and the goodwill and general intangibles of the Obligor relating thereto or represented thereby.

(c) The Obligor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(d) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, the Obligor shall (i) take such actions as the Obligor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Creditor after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

6. REMEDIAL PROVISIONS.

6.1 Right to Satisfy Other Claims and Taxes. If the Obligor fails to pay any governmental taxes, assessments or other charges when due (other than any the amount or validity of which are being contested in good faith by appropriate proceedings and with respect to which reserves have been provided on the books of the Obligor), or fails to pay any claims secured by any lien against any Collateral when due, the Obligor shall so advise the Creditor in writing and the Creditor may, without waiving or releasing any obligations of the Obligor or any Event of Default, in its sole discretion (and without any obligation to do so), make such payment or any part thereof or obtain such discharge and take any other action with respect thereto that the Creditor deems advisable.

6.2 Certain Matters Relating to Receivables. At any time and from time to time, upon the Creditor's request, after the occurrence and during the continuance of an Event of Default and at the expense of the Obligor, the Creditor shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and the Obligor shall furnish all such assistance and information as the Creditor may require in connection with such test verifications. At any time and from time to time, upon the Creditor's request, after the occurrence and during the continuance of an Event of Default and at the expense of the Obligor, the Obligor shall cause independent public accountants or others satisfactory to the Creditor to furnish to the Creditor showing reconciliations, aging and test verifications of, and trial balances for, the Receivables. At any time and from time to time, upon the Creditor's request, after the occurrence and during the continuance of an Event of Default and at the expense of the Obligor, the Obligor shall deliver to the Creditor all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts. At any time and from time to time after the occurrence and during the continuance of an Event of Default and at the expense of the Obligor, the Creditor in

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its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Creditor's satisfaction the existence, amount and terms of any Receivables. Anything herein to the contrary notwithstanding, the Obligor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. The Creditor shall not have any obligation or liability under any Receivable (or any agreement giving rise thereto), by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating thereto, nor shall the Creditor be obligated in any manner to perform any of the obligations of the Obligor under or pursuant to any Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

7. RELEASE OF COLLATERAL. Except for (i) sales or other dispositions of Inventory made in the ordinary course of the Obligor's business and not prohibited by any provision contained in the Financing Documents and (ii) sales or other dispositions of Collateral for which the Obligor obtains the prior written consent of the Creditor (collectively, "Permitted Sales"), the Obligor shall not sell, lease, license or otherwise dispose of the Collateral, or any part thereof or any interest therein. Concurrently with any Permitted Sale, the Security Interest shall automatically be released from the property so disposed of, provided, however, that the Security Interest shall continue in the proceeds thereof.

8. EVENTS OF DEFAULT. The occurrence of one or more "Events of Default" (as defined in the Credit Agreement) shall constitute an "Event of Default."

9. RIGHTS AND REMEDIES OF THE CREDITOR UPON EVENT OF DEFAULT.

9.1 Effect of Event of Default Remedies. If any Event of Default described in Sections 8(e) or 8(f) above shall occur, all Obligations secured by this Agreement shall become immediately due and payable, all without notice of any kind; and, in the case of any other Event of Default, the Creditor may upon written notice to Obligor declare the Obligations secured by this Agreement to be due and payable, whereupon such Obligations shall become immediately due and payable. In addition, upon the occurrence and during the continuation of an Event of Default, the Creditor may exercise the rights, powers and remedies set forth below.

(a) In addition to all of its other rights, powers and remedies under this Agreement, the other Financing Documents, and other applicable law, the Creditor shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code of the state in which such rights, powers and remedies are asserted.

(b) The Creditor shall have the right: (i) to enter upon the premises of the Obligor or any other place or places where Collateral is located through self-help and without judicial process or giving the Obligor notice; (ii) to prepare, assemble, or process Collateral for sale, lease, or other disposition; (iii) to remove Collateral to the premises of the Creditor or any

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agent of the Creditor, for such time as the Creditor may desire, in order to collect or dispose of Collateral; and (iv) to require the Obligor to assemble Collateral and make it available to the Creditor at a place to be designated by the Creditor.

(c) Until the Creditor is able to effect a sale, lease, or other disposition of Collateral or any part thereof, the Creditor shall have the right to use, process or operate Collateral or any part thereof to the extent that it deems appropriate for the purpose of preserving Collateral or its value.

(d) The Creditor shall have the right to sell, lease, license, or otherwise dispose of all or any Collateral in its then existing condition, or after any further assembly, manufacturing, or processing thereof, at public or private sale or sales, in lots or in bulk, for cash or on credit, all as the Creditor, in its sole discretion, may deem advisable. Without limitation, the Creditor may specifically disclaim any warranties of title and the like. The Creditor shall not be obligated to clean up or otherwise prepare the Collateral for sale. Such sales may be adjourned and continued from time to time with or without notice. The Creditor shall have the right to conduct such sales on the Obligor's premises or elsewhere and shall have the right to use the Obligor's premises without charge for such sales (or preparation for sales) for such time or times as the Creditor deems necessary or advisable. The Creditor is hereby granted a license or other right to use, without charge, the Obligor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, and advertising matter, or any property of a similar nature as it pertains to Collateral, in advertising for sale or lease or the disposition of any Collateral. The Creditor may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price may set off the amount of such Obligations whether or not such Obligations are matured. The Obligor agrees that any sale of Collateral conducted by the Creditor in accordance with the foregoing provisions of this Section shall be deemed to be a commercially reasonable sale under the UCC. The Creditor may comply with any applicable laws and regulations in connection with any exercise of remedies hereunder and such compliance shall not be considered to adversely affect the commercial reasonableness of such exercise of remedies.

9.2 Application of Proceeds. Subject to the rights of any prior secured party, any proceeds received by the Creditor in respect of any sale of collection from, or other realization upon all or any part of the Collateral following the occurrence and during the continuation of an Event of Default may, in the discretion of the Creditor, be held by the Creditor as collateral for, and/or then or at any time thereafter applied by the Creditor as follows: (i) first, to pay all costs, expenses and charges of every kind (including attorneys' fees and costs) for pursuing, searching, protecting, taking, removing, storing, safekeeping, caring, preparing for sale, advertising, selling and delivering the Collateral and otherwise enforcing this Agreement and the other Financing Documents; (ii) second, to pay the Obligations in order determined by the Creditor in its sole discretion; and (iii) third, to pay the remaining funds, if any, after payment of all the Obligations in full, to the Obligor or to whomever may be lawfully entitled to receive such surplus. Payments received from any third party on account of disposition of Collateral shall not reduce the Obligations until paid in cash to the Creditor. The application of proceeds by the Creditor shall be without prejudice to the Creditor's rights as against the Obligor or other persons with respect to any Obligations which may remain unpaid. Any such deficiency shall be paid forthwith to the Creditor by the Obligor.

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9.3 Notice. Any notice required to be given by the Creditor of a sale, lease, or other disposition of Collateral, or any other intended action by the Creditor, which is sent pursuant to Section 16 hereof at least ten (10) days prior to such proposed action, or such longer period as shall be specified by applicable law, shall constitute commercially reasonable and fair notice thereof to the Obligor.

9.4 Appointment of Creditor as Lawful Attorney; Other Rights Upon Event of Default. The Obligor hereby irrevocably makes, constitutes and appoints the Creditor and all persons designated by the Creditor true and lawful attorney (and agent-in-fact) upon the occurrence and during the continuation of an Event of Default for the purposes set forth in the following sentences of this Section. Upon the occurrence and during the continuation of an Event of Default, the Creditor or its agent may, without notice to the Obligor and at such time or times thereafter as the Creditor or said agent in its sole discretion may determine, in the Obligor's or the Creditor's name: (i) give notice to account debtors and other obligors and demand payment of Accounts or other obligations included in the Collateral; (ii) enforce payment and exercise all of the Obligor's rights and remedies with respect to the collection of Accounts, any Special Collateral and any other obligations by legal proceedings or otherwise; (iii) settle, adjust, compromise, discharge, release, extend or renew Accounts and other obligations; (iv) prepare, file and sign the Obligor's name on any proof of claim or similar document in any insolvency or similar case against any Account debtor or any person indebted to the Obligor; (v) endorse or sign the name of the Obligor upon any checks, drafts, chattel paper, document, instrument, invoice, freight bill, bill of lading, or similar document or agreement relating to Accounts, Inventory, or Special Collateral; (vi) use the Obligor's stationery and sign the name of the Obligor to verifications of Accounts and other obligations to Account debtors and other obligor; (vii) use the information recorded on or contained in any data processing equipment and computer hardware and software to which the Obligor has access relating to Accounts, Inventory, or Special Collateral; (viii) open any lock box; (ix) transfer into the name of the Creditor or the name of the Creditor's agent or nominee any of the Collateral; (x) make, settle and adjust claims under policies of insurance, endorse or sign the name of the Obligor on any check or other item of payment for the proceeds of such policies of insurance, and make all determinations and decisions with respect thereto and (xiii) receive and direct the disposition of any proceeds of any Collateral.

10. CREDITOR'S EXPENSES, INCLUDING ATTORNEYS' FEES. Regardless of the occurrence or existence of an Event of Default, the Obligor shall pay to the Creditor, on demand, the amount of any reasonable costs or expenses (including reasonable attorneys' fees and expenses) paid or incurred at any time or times in connection with: (i) any attempts to defend, protect or enforce the Security Interest or the priority thereof, including the discharging of any prior or subsequent lien or adverse claim against any Collateral thereof which is not permitted hereunder; (ii) any attempt to collect the Obligations or enforce any rights of the Creditor, whether under this Agreement or other Financing Documents, or otherwise, against the Obligor or any other person under the Financing Documents; (iii) any litigation, dispute or proceeding (whether instituted by the Creditor or any other person) in any way relating to Collateral, this Agreement, the other Financing Documents or the Obligor's affairs; or (iv) any amounts expended by the Creditor under Section 5.11 or Section 6; or (v) the inspection, verification, protection, collection, sale, liquidation or other disposition of Collateral. Additionally, if any taxes or charges shall be payable on account of the execution or delivery of

Security Agreement

this Agreement, any other Financing Documents or the creation of any of the Obligations by reason of any existing or hereafter enacted federal, state or other regulation or statute (including any foreign country's regulations or statutes), the Obligor will pay all such taxes and charges, including any interest and/or penalty thereon, and will indemnify and hold the Creditor harmless from and against liability in connection therewith. All obligations under this Section 10 shall constitute additional Obligations secured by the Collateral and shall bear interest at the same rate as provided for the largest amount of other Obligations.

11. ASSIGNMENT BY THE CREDITOR. The Obligor agrees that the Creditor may assign or otherwise transfer this Agreement, or any of other Financing Documents, and may deliver all or any of the Collateral to the transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given to the Creditor herein or in the Financing Documents transferred, and the Creditor shall thereafter be fully discharged from any liability or responsibility with respect thereto, all without prejudice to the retention by the Creditor of all rights and powers hereby given with respect to any Financing Documents, instruments, rights or property not so transferred.

12. REMEDIES NOT EXCLUSIVE: FORECLOSURES. No right or remedy hereunder is exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and shall be in addition to and without prejudice to every other remedy given hereunder, under any other agreement between the Obligor and the Creditor or now or hereafter existing at law or in equity, and may be exercised from time to time as often as deemed expedient, separately or concurrently. The giving, taking or enforcement of or execution against any other or additional security, collateral, or guaranty for the payment of the Obligations shall not operate to prejudice, waive or affect any rights, powers or remedies hereunder, nor shall the Creditor be required to first look to, enforce, exhaust or execute against such other or additional security, or guarantees prior to so acting against the Collateral. The Creditor may foreclose on or execute against the items of Collateral in such order as the Creditor may, in its sole and unfettered discretion, determine.

13. WAIVERS. The failure or delay of the Creditor to insist in any instances upon the performance of any of the terms, covenants or conditions of this Agreement or other Financing Documents, or to exercise any right, remedy or privilege herein or therein conferred, shall not impair or be construed as thereafter waiving any such covenants, remedies, conditions or provisions, but every such term, condition and covenant shall continue and remain in full force and effect; nor shall any waiver of an Event of Default suspend, waive or affect any other Event of Default, whether the same is prior or subsequent thereto and whether of the same or of a different type.

14. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

15. TERMINATION. Upon payment in full and performance of all Obligations owed by the Obligor to the Creditor pursuant to the Financing Documents (including payment in full

Security Agreement

and performance of all indebtedness, obligations and liabilities of other persons guaranteed by the Obligor) and the termination of all obligations of the Creditor to extend credit under the Financing Documents, this Agreement shall be terminated; otherwise it shall remain in full force and effect.

16. **NOTICE.** All notices, demands and communications hereunder shall be in writing and shall be deemed to be duly delivered when personally delivered (including by courier or messenger), or two (2) business days after deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth on the signature page hereof, or at such other address as any party shall have furnished to the other parties in writing.

17. **GOVERNING LAW.** TO THE EXTENT APPLICABLE, THIS AGREEMENT SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF DELAWARE (OR, TO THE EXTENT APPLICABLE TO THE ATTACHMENT, PERFECTION, PRIORITY OR ENFORCEMENT OF THE SECURITY INTEREST IN ANY COLLATERAL, THE UNIFORM COMMERCIAL CODE OF ANY OTHER STATE). WITH RESPECT TO ANY MATTERS NOT SO COVERED BY THE APPLICABLE UNIFORM COMMERCIAL CODE, THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Pursuant to Section 5-1402 of the New York General Obligations Law, all actions or proceedings arising in connection with this Agreement shall be tried and litigated in state or Federal courts located in the Borough of Manhattan, New York City, State of New York. **EACH OF THE OBLIGOR AND (BY ACCEPTANCE HEREOF) THE CREDITOR WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT IT IS NOT SUBJECT TO THE JURISDICTION OF SUCH COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.**

18. **ATTORNEYS' FEES AND OTHER COSTS.** Should either party hereto institute any action or proceeding to enforce this Agreement or any provisions hereof or for a declaration of rights under this Agreement, or for arbitration of any dispute arising under this Agreement, the prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action, proceeding or arbitration.

19. **INDEMNIFICATION.** The Obligor hereby agrees to indemnify and hold harmless the Creditor and its directors, officers, employees and agents against and from any and all claims, actions, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against any of them, in any way relating to or arising out of this Agreement, any exercise of remedies hereunder or any other action taken or omitted by them hereunder, except to the extent a court of competent jurisdiction holds in final judgment that such claims, actions, liabilities, costs and expenses resulted from the gross negligence or willful misconduct of such indemnified Persons. **IT IS THE INTENT OF THE PARTIES HERETO THAT INDEMNIFIED**

Security Agreement

LIABILITIES INCLUDE AMOUNTS ATTRIBUTABLE TO THE PASSIVE OR ACTIVE NEGLIGENCE OF THE CREDITOR.

20. WAIVERS BY THE OBLIGOR. Except as otherwise expressly provided in this Agreement or the other Financing Documents, the Obligor waives: (i) presentment, demand, and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension, or renewal of any or all Financing Documents under or pursuant to which the Obligor may in any way be liable and hereby ratifies and confirms whatever the Creditor may do in this regard; (ii) notice prior to taking possession or control of Collateral or any bond or security that might be required by any court prior to allowing the Creditor to exercise any of the Creditor's remedies; (iii) the benefit of all valuation, appraisal, and exemption laws; (iv) any right to require the Creditor to proceed against any other person or collateral held from any other person; (v) any right to require the Creditor to pursue any other remedy in the Creditor's power whatsoever; or (vi) any defense arising out of any election by Creditor to exercise or not exercise any right or remedy it may have against the Obligor, any other person or any security held by it, even though such election operates to impair or extinguish any right of reimbursement to subrogation or other right or remedy of the Obligor against any other person or any such security.

21. MISCELLANEOUS. The Obligor agrees that the following shall govern the interpretation and enforcement of this Agreement:

21.1 Binding on Successors. This Agreement shall be binding upon the Obligor, the heirs, executors, administrators, successors and assigns of the Obligor, and shall inure to the benefit of and be enforceable by the Creditor, its successors, transferees and assigns.

21.2 "Obligor." If this Agreement is executed by two or more parties (other than the Creditor), including by joinder to this Agreement or otherwise, they shall be jointly and severally liable hereunder, and the word "Obligor" wherever used herein shall be construed to refer to each of the parties separately, all in the same manner, and with the same effect as if each of them had signed separate instruments, and in any such case, this Agreement shall not be revoked or impaired as to any one or more of such parties by the death or dissolution of any of the others or by the revocation or release of any obligations hereunder of any one or more of such parties.

21.3 Partnerships. If any party hereto is a partnership, this Agreement shall remain in force and applicable notwithstanding any change in the individuals comprising the partnership and shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability.

21.4 No Oral Modifications. None of the terms or provisions of this Agreement may be waived, altered, modified, limited or amended except in writing.

21.5 Execution by the Obligor Sufficient. This Agreement shall take effect upon the execution solely by the Obligor but this Agreement may, at the option of the Creditor, be executed by the Creditor if execution by the Creditor is deemed desirable by the Creditor or is required by the laws of any jurisdiction to create, perfect, preserve, validate or otherwise protect

Security Agreement

any security interest granted pursuant hereto or to enable the Creditor to exercise or enforce its rights hereunder with respect to any such security interest.

21.6 Section Titles. The section titles contained in this Agreement are merely for convenience and shall be without substantive meaning or content.

21.7 Construction. The word "including" shall have the inclusive meaning represented by the phrase "including without limitation." Unless the context of this Agreement clearly otherwise requires, the word "or" shall have the meaning represented by the phrase "and/or," references to the plural include the singular and references to the singular include the plural.

22. WAIVER OF JURY TRIAL. The Obligor and the Creditor each irrevocably and unconditionally waive trial by jury in any action or proceeding relating to this Agreement or any other Financing Document and for any counterclaim therein.

23. RESTATEMENT. This Agreement amends and restates that certain Security Agreement, dated April 28, 2006, by and between Nexxar Group, Inc. and the Creditor (the "Prior Security Agreement"). Upon the effectiveness of this Agreement, the Prior Security Agreement shall be deemed terminated.

24. UNWINDING UPON REGULATORY CONDITION.

(a) If no Event of Default has occurred and is continuing and any of Omnex Group, Inc., a California corporation, UNO Remittance, Inc., a Florida corporation, UNO Remittance of Massachusetts, Inc., a Massachusetts corporation, or UNO Remittance of New Jersey Corp., a New Jersey corporation (each, a "Money Transmitter Licensee") is notified by any Governmental Authority, or receives an opinion of counsel, that (a) this Agreement or any particular provision hereof, including the grant of a security interest in any portion of the assets of such Money Transmitter Licensee constituting Collateral, is unlawful under Applicable Law of the jurisdiction of such Governmental Authority, (b) the continued effectiveness of this Agreement or any particular provision hereof would cause such Governmental Authority to assign a rating of less than "satisfactory" (or the equivalent) to such Money Transmitter Licensee or (c) the continued effectiveness of this Agreement or any particular provision hereof would cause any additional obligation to be imposed on such Money Transmitter Licensee in respect of maintenance of net worth or "permitted investments" (or other liquid assets) or a comparable obligation, then such Money Transmitter Licensee shall promptly notify the Creditor of the same, and the Creditor will promptly thereafter take one or more actions (at the sole expense of Nexxar Group, Inc. and such Money Transmitter Licensee) to the extent necessary to avoid or reverse the effects described in clauses (a), (b) and (c) above and otherwise to satisfy the requirements of such Governmental Authority. Such actions might include, without limitation, the termination or amendment of this Agreement with respect to such Money Transmitter Licensee, the termination or amendment of any UCC financing statements filed by the Creditor in respect of such Money Transmitter Licensee and/or the termination or amendment of any control agreements entered into with banks with respect to deposit accounts of such Money Transmitter Licensee, as applicable. If, in the absence of a good-faith dispute as to the nature or scope of actions to be taken pursuant to this Section 24 (provided that the absence of such a

Security Agreement

dispute shall not be required if delay beyond the earliest of the dates specified below would have a material and adverse effect on the business, assets, results of operations, condition (financial or otherwise) or prospects of such Money Transmitter Licensee, the Creditor fails to take remedial action as required by this Section 24 by the earliest of (i) the 30th day after the Creditor's receipt of such notice from such Money Transmitter Licensee, (ii) the date established by such Governmental Authority for such action and (iii) the date manifestly necessary to avoid the effects described in the preceding clauses (b) and (c), then this Agreement or one or more provisions hereof, as applicable, to the extent identified to the Creditor by such Governmental Authority or in such counsel's opinion, as applicable, as causing one or more of the effects described in clauses (a), (b) and (c) above shall thereupon become null and void, and of no further force or effect, solely with respect to such Money Transmitter Licensee and solely with respect to the jurisdiction(s) in which such effect(s) would occur, and without any further action by any of the parties to this Agreement, as of the earliest date necessary to avoid such effects.

(b) The Creditor acknowledges that any change of control (as defined by Applicable Law) in respect of any Money Transmitter Licensee would require obtaining Governmental Approvals in some or all of the jurisdictions in which such Money Transmitter Licensee conducts business. Accordingly, if under Applicable Law such a change of control would potentially constitute a criminal violation, then before exercising any remedy, or taking any other action, hereunder that would constitute such a change of control (which remedy or action might include, without limitation, seizing, operating and/or disposing of all or any significant portion of the assets of any Money Transmitter Licensee that constitute Collateral), the Creditor will seek and obtain all required Governmental Approvals in respect of such change of control in such jurisdiction.

100002474_8.DOC

[Space intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first set forth above.

CREDITOR:

MARTI A. MEYERSON EDS TRUST

By: Thomas W. Luce
Printed Name: Thomas W. Luce, III
Trustee

Mailing Address: 3401 Armstrong Avenue
Dallas, Texas 75205

Facsimile: (214) 443-1980

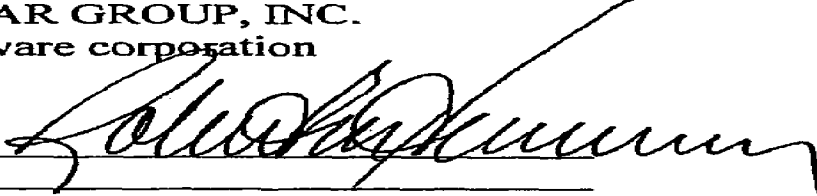
Telephone: (214) 443-1911

[Signature page follows.]

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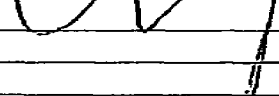
OBLIGOR:

NEXXAR GROUP, INC.
a Delaware corporation

By: 
Name: _____
Title: _____

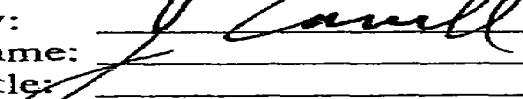
Mailing Address: 140 East Ridgewood Avenue
Paramus, New Jersey 07652
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

BHD CORP.,
a New York corporation

By: 
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

CERTURA GROUP, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

Security Agreement – Signature Page

**LE'S INTERCONTINENTAL MONEY
TRANSFER, INC.,
a California corporation**

By: J. Lowell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

**OMNEX GROUP, INC.,
a California corporation**

By: J. Lowell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

**SENDIT RESOURCES, INC.
a Delaware corporation**

By: J. Lowell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

Security Agreement – Signature Page

UNO GROUP HOLDINGS, INC.,
a Florida corporation

By: J. Carrell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

UNO MARKETING, INC.
a Florida corporation

By: J. Carrell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

UNO REMITTANCE OF MASSACHUSETTS,
INC.,
a Massachusetts corporation

By: J. Carrell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

Security Agreement – Signature Page

UNO REMITTANCE OF NEW JERSEY CORP.,
a New Jersey corporation

By: J. Canell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

UNO REMITTANCE, INC.,
a Florida corporation

By: J. Canell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

UNO TRAVEL, INC.,
a Florida corporation

By: J. Canell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein
Facsimile: (201) 477-6090
Telephone: (201) 477-6045

Security Agreement – Signature Page

XPRESSPAY, INC.,
a Delaware corporation

By: J. Lowell
Name: _____
Title: _____

Mailing Address: c/o Nexxar Group, Inc.
at its address as set forth herein

Facsimile: (201) 477-6090

Telephone: (201) 477-6045

Security Agreement – Signature Page

SCHEDULE 4.1

Purchasers (as defined therein) pursuant to that certain Note Purchase Agreement dated as of April 20, 2005, as amended

In connection with guaranty and collateral arrangements for an Obligor that is a Money Transmitter Licensee (as defined in Section 24 of the Security Agreement), including pledges of its capital stock or the foreclosure thereof, the consent may be required of one or more of the States in which such Obligor conducts business.

Security Agreement

**TRADEMARK
REEL: 003609 FRAME: 0854**

SCHEDULE 4.3

A. Nexxar Group, Inc. (amended from Newco Z, Inc. on June 7, 2004)

Prior Names: AXXA Group, Inc. (June 5, 2002 to November 22, 2003), Tri-Axxa, Inc. (November 22, 2003 to February 18, 2004) and Newco Z, Inc. (February 18, 2004 to June 7, 2004)

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

1. Obligor acquired the equity interests in UNO Group Holdings, Inc. from Sergio and Kathy Vilhena.
2. Obligor acquired the equity interests in Le's Intercontinental Money Transfer from Thuy Trong Le, Stephanie Hong Trung and Lynh Ngoc Nguyen.
3. Obligor acquired the equity interests in Giromex, Inc. (now known as OMNEX Group, Inc.) from Yuan Carlos Lebrija and Propulsora Giromexico S.R.L.
4. Obligor acquired the equity interests in Moneyda, Inc. from Hector Pereda and Hector Rodriguez.

B. BHD CORP.

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

C. Certura Group, Inc.

Prior Names:

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

D. Omnex Group, Inc.

Prior Names: Giromex, Inc. (July 20, 1990 to August 20, 2004)

Security Agreement

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

E. Sendit Resources, Inc.

Prior Names: Sendit, Inc. (August 25, 2004 to November 12, 2004)

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

F. UNO Group Holdings, Inc. (amended from Uno Enterprises, Inc. on September 22, 1994 and used until June 21, 1996; amended from First Group Holdings, Inc. on November 8, 1996)

Prior Names: Uno Enterprises, Inc. (August 29, 1994 to September 22, 1994) and First Group Holdings, Inc. (June 21, 1996 to November 8, 1996)

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

G. UNO MARKETING, INC.

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

H. UNO REMITTANCE OF MASSACHUSETTS, INC.

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

I. UNO REMITTANCE OF NEW JERSEY CORP.

Prior Names: None

Security Agreement

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

J. Uno Remittance, Inc.

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

Obligor acquired the equity interests in BHD Corp. from Grupo BHD, S.A.

K. Uno Travel, Inc.

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

L. XpressPay, Inc.

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

M. Le's Intercontinental Money Transfer

Prior Names: None

Persons from whom the Obligor acquired any assets since the date of the financial statements referred to in Section 4.04(a) of the Credit Agreement (other than acquisitions in the ordinary course of business of the seller):

None

Security Agreement

SCHEDULE 4.5

A. Nexxar Group, Inc.

1. Jurisdiction of Incorporation: Delaware
2. Delaware Identification Number: 3533340

B. BHD CORP.

1. Jurisdiction of Incorporation: New York
2. New York Identification Number: New York State does not issue organizational identification numbers.

C. Certura Group, Inc.

1. Jurisdiction of Incorporation: Delaware
2. Delaware Identification Number: 3846901

D. Omnex Group, Inc.

1. Jurisdiction of Incorporation: California
2. California Identification Number: C1569093

E. Sendit Resources, Inc.

1. Jurisdiction of Incorporation: Delaware
2. Delaware Identification Number: 3846449

F. UNO Group Holdings, Inc.

1. Jurisdiction of Incorporation: Florida
2. Florida Identification Number: P94000064266

G. UNO MARKETING, INC.

1. Jurisdiction of Incorporation: Florida
2. Florida Identification Number: P96000098841

H. UNO REMITTANCE OF MASSACHUSETTS, INC.

1. Jurisdiction of Incorporation: Massachusetts
2. Massachusetts Identification Number: 043336016

I. UNO REMITTANCE OF NEW JERSEY CORP.

1. Jurisdiction of Incorporation: New Jersey
2. New Jersey Identification Number: 0100727359

Security Agreement

TRADEMARK
REEL: 003609 FRAME: 0858

J. Uno Remittance, Inc.

1. Jurisdiction of Incorporation: Florida
2. Florida Identification Number: V50324

K. Uno Travel, Inc

1. Jurisdiction of Incorporation: Florida
2. Florida Identification Number: P97000100064

L. XpressPay, Inc.

1. Jurisdiction of Incorporation: Delaware
2. Delaware Identification Number: 3846450

M. Le's Intercontinental Money Transfer

1. Jurisdiction of Incorporation: California
2. California Identification Number: C2090251

Security Agreement

SCHEDULE 4.6(a)

COPYRIGHTS

None.

PATENTS

None.




TRADEMARKS

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status
CERTURA	78/486,652	9/20/2004	Nexxar Group, Inc.	Allowed
CERTURA	78/436,453	6/16/2004	Nexxar Group, Inc.	Published
NEXXAR	78/433,511	6/10/2004	Nexxar Group, Inc.	Allowed
OMNEX	78/433,502	6/10/2004	Nexxar Group, Inc.	Allowed
SENDIT	78/435,745	6/15/2004	Nexxar Group, Inc.	Allowed
GIROMEX	2,756,267	8/26/2003	Nexxar Group, Inc. ¹	Registered
GIROMEX	2,756,268	8/26/2003	Nexxar Group, Inc. ²	Registered
GIROMEX	2,680,339	1/28/2003	Nexxar Group, Inc. ³	Registered

¹ Assigned to Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) by a security interest executed 1/20/2004 and recorded 1/30/2004 between Omnex Group, Inc. (f/k/a Giromex, Inc.) as Assignor and Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) as Assignee.

² Assigned to Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) by a security interest executed 1/20/2004 and recorded 1/30/2004 between Omnex Group, Inc. (f/k/a Giromex, Inc.) as Assignor and Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) as Assignee.

Security Agreement


Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status
	2,563,162	4/23/2002	Nexxar Group, Inc. ⁴	Registered
DE CÁ PRA LÁ DE LÁ PRA CÁ	2,174,317	7/21/1998	Uno Remittance, Inc.	Registered
	2,363,961	7/4/2000	Uno Remittance, Inc.	Registered
UNOMONEYTRANSFERS	2,363,974	7/4/2000	Uno Remittance, Inc.	Registered
RAPIDEZ E SEGURANCA ,	2,203,361	11/10/1998	Uno Remittance, Inc.	Registered (Supplemental Register)
REMESSAS IMEDIATAS	2,371,772	7/25/2000	Uno Remittance, Inc.	Registered (Supplemental Register)
	2,764,340	9/16/2003	Le's Intercontinental Money Transfer, Inc.	Registered

[Footnote continued from previous page]

³ Assigned to Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) by a security interest executed 1/20/2004 and recorded 1/30/2004 between Omnex Group, Inc. (f/k/a Giromex, Inc.) as Assignor and Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) as Assignee.

⁴ Assigned to Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) by a security interest executed 1/20/2004 and recorded 1/30/2004 between Omnex Group, Inc. (f/k/a Giromex, Inc.) as Assignor and Nexxar Group, Inc. (f/k/a Tri-Axxa, Inc.) as Assignee.

Security Agreement

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status
	2,759,000	9/2/2003	Le's Intercontinental Money Transfer, Inc.	Registered

Security Agreement

SCHEDULE 4.6(c)

License to use the trademarks "BHD" and "BHD WORLDWIDE" pursuant to that certain Amended and Restated Trademark License Agreement dated as of June 3, 2005 between Grupo BHD, S.A. and Nexxar Group, Inc.

Security Agreement