

**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
Dolex Dollar Express, Inc.		05/26/2010	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3128366	AMIGO LATINO
Registration Number:	2858567	CARTERA EXPRESS
Registration Number:	2338800	DOLEX
Registration Number:	2370880	DOLEX
Registration Number:	2372659	DOLEX DOLLAR EXPRESS
Registration Number:	3169056	SUPER EXPRESS
Serial Number:	77828795	AMIGO LATINO PLUS
Serial Number:	77828844	AMIGO LATINO +

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street

CH \$215.00 3128366

Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1932144
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/26/2010

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 26th day of May, 2010, Dolex Dollar Express, Inc., a Texas corporation ("*Debtor*") with its principal place of business and mailing address at 700 Highlander Boulevard, Suite 450, Arlington, Texas, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DOLBY DOLLAR EXPRESS, INC.

By  \_\_\_\_\_  
Name: George Zelinski  
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DOLEX DOLLAR EXPRESS, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By  \_\_\_\_\_  
Name: Catherine Grycz  
Title: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
AMIGO LATINO	3,128,366	AUGUST 15, 2006
CARTERA EXPRESS	2,858,567	JUNE 29, 2004
DOLEX	2,338,800	APRIL 4, 2000
DOLEX AND DESIGN	2,370,880	JULY 25, 2000
DOLEX DOLLAR EXPRESS	2,372,659	AUGUST 1, 2000
SUPER EXPRESS	3,169,056	NOVEMBER 7, 2006

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
AMIGO LATINO PLUS	77,828,795	SEPTEMBER 17, 2009
AMIGO LATINO +	77,828,844	SEPTEMBER 17, 2009