

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.		10/01/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Harris N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2789673	CASHPIN	
Registration Number:	2297553		
Registration Number:	2038506	Q	
Registration Number:	2440309	QUISQUEYANA	
Registration Number:	2708367	QUISQUEYANA	
Registration Number:	3737948	DESTINO	
Registration Number:	3800777	DESTINO	
Serial Number:	77716169	RQI	
Registration Number:	3779208	TELEDESTINO	
Registration Number:	3743113	Q TRAVEL	
Registration Number:	3747532	Q TRAVEL	
Registration Number:	3526095	GIROCENTRO	
Registration Number:	3562963	GIROCENTRO ENVIOS DE DINERO	
Registration Number:	3377114	TU GENTE	

OP \$365.00 2789673

900173560

TRADEMARK
REEL: 004293 FRAME: 0398

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

3630.093

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

10/08/2010

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 1st day of October, 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 good will 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.

DOLEX 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: George Zelinski
Title: President

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

HARRIS N.A.

By Pauline Christopher
Name Pauline Christopher
Title Vice President

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Owner: Dolex Dollar Express, Inc.

Country	Mark	Registration/Serial Number
United States	CASHPIN	Service Mark No. 2,789,673
United States	Q and Design	Reg. No. 2,297,553
United States	Q	Reg. No. 2038506
United States	Quisqueyana and Design	Reg. No. 2,440,309
United States	Quisqueyana	Reg. No. 2,708,367
United States	Destino	Reg. No. 3,737,948
United States	Destino and Design	Reg No. 3,800,777
United States	RQI	Serial No. 77/716,169
United States	TELEDESTINO	Reg No. 3,779,208
United States	Q Travel and Design	Reg No. 3,743,113
United States	Q Travel	Reg No. 3,747,532
United States	GIROCENTRO	Reg No. 3,526,095
United States	GIROCENTRO Envios de Dinero	Service Mark No. 3562963
United States	TU GENTE	Reg No. 3377114
European Community	Destino in Class 36	Reg. No. 74082748
Mexico	EnviosDestino	Reg. No. 1121027
Puerto Rico	Q & Design Class 35	Reg. No. 47,466
Puerto Rico	Quisqueyana & Design Class 36	Reg. No. 47,467
Puerto Rico	Quisqueyana & Design Class 38	Reg. No. 47,468
Puerto Rico	Quisqueyana & Design Class 39	Reg. No. 47,469
Puerto Rico	Q & Design in Class 35	Reg. No. 47,471
Puerto Rico	Q & Design Class 36	Reg. No. 47,473

Puerto Rico

Q & Design
Class 38

Reg. No. 47,474

Puerto Rico

Q & Design
Class 39

Reg. No. 47,472