

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/07/2010
 900173436

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Remesas Qulequeyana, Inc.		10/01/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Money Transfer Acquisition Inc.
Street Address:	1270 Avenue of the Americas, Suite 2200, Rockefeller Center
Internal Address:	C/O Palladium Capital Management III, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: <i>State of DELAWARE</i>

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2789673	CASHPIN
Registration Number:	2297553	
Registration Number:	2038508	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:	3528095	GIROCENTRO
Registration Number:	3562963	GIROCENTRO ENVIOS DE DINERO
Registration Number:	3377114	TU GENTE

CH \$365.00 2789673

Registration Number:	3747532	Q TRAVEL
CORRESPONDENCE DATA		
Fax Number:	(212)308-4844	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	trademark@eapdlaw.com	
Correspondent Name:	Edwards Angell Palmer & Dodge LLP	
Address Line 1:	F.D.R. Station	
Address Line 2:	P.O. Box 130	
Address Line 4:	New York, NEW YORK 10150	
ATTORNEY DOCKET NUMBER:	307440.0005	
NAME OF SUBMITTER:	Denise Kacinski, Paralegal	
Signature:	/dk/	
Date:	10/07/2010	
Total Attachments: 4 source=RQI to MTAI Assignment#page1.tif source=RQI to MTAI Assignment#page2.tif source=RQI to MTAI Assignment#page3.tif source=RQI to MTAI Assignment#page4.tif		

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this "Agreement") is effective as of October 1, 2010, by and between Remesas Quisqueyana, Inc. (the "Assignor") and Money Transfer Acquisition Inc. (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith by and among the Assignee; Latinvest Investment Company II, LLC; the Assignor; Latintel, Inc.; Quisqueyana Tax, Inc.; and Quisqueyana Travel, Inc. (the "Agreement"), Assignee has acquired the Intellectual Property Assets (as defined in the Agreement, and as further described below) of the Assignor; and

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to any intellectual property rights as listed in Schedules 3.25(e) and 3.25(h) (the "IP Disclosure Schedules") of the Sellers' Disclosure Letter to the Agreement, which is incorporated by reference herein;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, benefit, privileges and interest in and to any intellectual property rights listed in the IP Disclosure Schedules, which shall include all inventions, works of authorship, developments, concepts, know-how, discoveries, ideas, improvements, trademarks or trade secrets, whether or not patentable or registrable under copyright, trademark or similar laws, made or obtained by Assignor relating to its business, and any goodwill associated therewith, and all contract rights and causes of action with respect to the foregoing, throughout the world (the "Assigned Intellectual Property").

2. Subsequent Transfer. It being acknowledged by Assignor that (a) Assignee will assign the Assigned Intellectual Property to Dollex Dollar Express, Inc. ("Dollex"), (b) Dollex will assign all of its right, title and interest hereunder to its lenders as collateral for extensions of credit made available by its lenders from time to time.

3. Further Assurances. Upon the request of Assignee, Assignor will execute and deliver all documents and do other acts which are or may be necessary to document the assignment described herein, or to enable Assignee to file and prosecute applications for and to acquire, maintain, extend and enforce any and all patents, trademark registrations or copyrights or applications therefore in connection with the Assigned Intellectual Property under United States or foreign law.

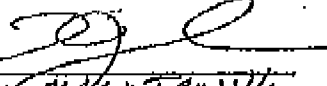
4. Governing Law. This Agreement and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts or choice of laws rules.

5. Counterparts. This instrument may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed effective on the opening of business at 12:01 a.m. EST as of the date first written above.

REMESAS QUISQUEYANA, INC

By: 
Name: *Melvin Trujillo*
Title: *President & CEO*

MONEY TRANSFER ACQUISITION INC.

By: _____
Name:
Title:

Signature page to IP Assignment (RQI to MXXA)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed effective on the opening of business at of 12:01 a.m. EST on of the date first written above.

REMBAS QUSQUBANA, INC

By _____
Name:
Title:

MONEY TRANSFER ACQUISITION INC.

By David Peraz _____

NAME: DAVID PERAZ
TITLE: PRESIDENT AND CHIEF EXECUTIVE OFFICER

Signature page to IP Assignment (RQI to MTA)

Part 1190-3164

Logo	Mark Name	Registration Date	Registered No.	Service/Mark ID	Expiration Date
	CARRPIN	December 2, 2009		2,709,673	10 Years
	Q and Design	December 7, 1999	2,297,659		10 Years
	Q	October 18, 2007	2036500		10 Years
	Quiqueyana Ltd Design	April 8, 2001	2,440,300		10 Years
Word only	Quiqueyana	April 23, 2003	2,780,367		10 Years
	Destino	January 12, 2010	3,747,048		10 Years
	Destino and Design	June 8, 2010	3,800,717		10 Years
	RQI	April 17, 2009		Serial No. 71716169	10 Years
	TELLE DESTINO	April 30, 2010		3,778,200	10 years
	Q Travel and Design	January 26, 2010		3,748,729	10 years
Word only	Q Travel	February 8, 2010		3,747,652	10 years
Word only	QUROCENTRO	October 29, 2006	3,698,095		10 Years
	QUROCENTRO Empres de Diseño	January 20, 2009		3562983	10 Years
Word only	TU GENTE	February 9, 2008	8977114		10 Years
Redacted (foreign jurisdiction)					
Redacted (foreign jurisdiction)					
Redacted (foreign jurisdiction)					