

**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		03/20/2013	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2446107	INTERMEX	
<b>Registration Number:</b>	3217954	INTERMEX	
<b>Registration Number:</b>	4068856	CHECKDIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 3600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	6737-159		

CH \$90.00 2446107

NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/22/2013
<b>Total Attachments: 5</b> source=Intermex - Trademark Security Agreement#page1.tif source=Intermex - Trademark Security Agreement#page2.tif source=Intermex - Trademark Security Agreement#page3.tif source=Intermex - Trademark Security Agreement#page4.tif source=Intermex - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of March, 2013, by Intermex Wire Transfer, LLC, a Florida limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as 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, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Intermex Holdings, Inc., Intermex Wire Transfer Corp., Intermex Wire Transfer II, LLC and Grantee (as the same may be amended, restated, supplemented 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 (as defined in the Security Agreement), 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 the Secured 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. 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.

4. **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 DARRELL EBBERT  
Its CEO

Agreed and Accepted  
As of the Date First Written Above

MADISON CAPITAL FUNDING LLC,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

MADISON CAPITAL FUNDING LLC,  
as Agent

By *[Signature]*  
Its Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004987 FRAME: 0757

**SCHEDULE 1**

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
Intermex and Design	2,446,107	April 24, 2001
Intermex	3,217,954	March 13, 2007
CheckDirect	4,068,856	December 6, 2011

TRADEMARK APPLICATIONS

None.

**Error! No property name supplied.**