

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.		12/04/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	171 17th Street, NW
Internal Address:	4th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 22

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
Registration Number:	4006731	AMIGO LATINO PLUS
Registration Number:	4007566	TELE DOLEX
Registration Number:	2708367	QUISQUEYANA
Registration Number:	2440309	QUISQUEYANA
Registration Number:	2297553	
Registration Number:	3800777	DESTINO
Registration Number:	3737948	DESTINO

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Registration Number:	3779208	TELEDESTINO
Registration Number:	3743113	Q TRAVEL
Registration Number:	3747532	Q TRAVEL
Registration Number:	2789673	CASHPIN
Registration Number:	3850997	RQI
Serial Number:	77828844	AMIGO LATINO +
Serial Number:	85890732	DOLEX
Serial Number:	85889692	DOLEX
Serial Number:	85889736	PROGRAMA DOLEX AMIGO LATINO REWARDS

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-745-5226
Email: awalker@winstead.com
Correspondent Name: Andrea Walker, Winstead PC
Address Line 1: P. O. Box 131851
Address Line 4: Dallas, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER:	4839-1070 WF-DOLEX TMSA
NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	12/04/2013

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 4th day of December, 2013, 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 Wells Fargo Bank, National Association, a national banking association (“*Lender*”), with its mailing address at 171 17th Street, NW 4th Floor, Atlanta, Georgia 30363, and its successors and assigns, and grants to Lender 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 Debtors (as defined therein) and Lender, 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 Lender 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 Lender 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 Lender 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.

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

"DEBTOR"

DOLEX DOLLAR EXPRESS, INC.

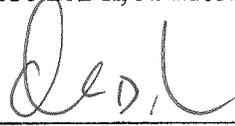
By 
Name: Mario Prujillo
Title: President and Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (DOLEX)

TRADEMARK
REEL: 005167 FRAME: 0097

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

WELLS FARGO BANK, NATIONAL ASSOCIATION

By  _____

Name: Christopher D. Lea
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (DOLEX)

TRADEMARK
REEL: 005167 FRAME: 0098

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Registration Number
AMIGO LATINO	3128366
CARTERA EXPRESS	2858567
DOLEX	2338800
DOLEX and design	2370880
DOLEX DOLLAR EXPRESS	2372659
SUPER EXPRESS	3169056
AMIGO LATINO PLUS	4006731
Tele DolEx	4007566
Quisqueyana	2708367
Quisqueyana and Design	2440309
Q and Design	2297553
Destino and Design	3800777
Destino	3737948
TELEDESTINO	3779208
Q Travel and Design	3743113
Q Travel	3747532
CASHPIN	2789673
RQI	3850997

PENDING FEDERAL TRADEMARK APPLICATIONS

Trademark	Serial Number
AMIGO LATINO +	77828844
DOLEX	85890732
DOLEX	85889692
Programa DolEx Amigo Latino Rewards	85889736

Trademark Collateral Agreement (Dolex) – Schedule A

1304976v.4

RECORDED: 12/04/2013

**TRADEMARK
REEL: 005167 FRAME: 0099**