

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS
RESUBMIT DOCUMENT ID:	900418486

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERMEX WIRE TRANSFER, LLC		08/23/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	MC ADMIN CO LLC, as Collateral Agent
Street Address:	2200 Atlantic Street
Internal Address:	5th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4068856	CHECKDIRECT
Registration Number:	3217954	INTERMEX
Registration Number:	5204299	INTERNATIONAL MONEY EXPRESS
Registration Number:	2446107	INTERMEX
Registration Number:	4678704	INTERMEX
Serial Number:	87190185	PAGO EXPRESS

CORRESPONDENCE DATA

Fax Number: 2123108007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.310.8561

Email: juan.arias@weil.com

Correspondent Name: Sean McClay

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: SEAN MCCLAY 60627.0013

NAME OF SUBMITTER:	Sean McClay
SIGNATURE:	/Sean McClay/
DATE SIGNED:	09/15/2017
Total Attachments: 6 source=Executed Intermex - Trademark Security Agreement_WEIL_96254333_1#page1.tif source=Executed Intermex - Trademark Security Agreement_WEIL_96254333_1#page2.tif source=Executed Intermex - Trademark Security Agreement_WEIL_96254333_1#page3.tif source=Executed Intermex - Trademark Security Agreement_WEIL_96254333_1#page4.tif source=Executed Intermex - Trademark Security Agreement_WEIL_96254333_1#page5.tif source=Executed Intermex - Trademark Security Agreement_WEIL_96254333_1#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2017 (this "Security Interest"), is made by INTERMEX WIRE TRANSFER, LLC, a Florida limited liability company (the "Grantor"), in favor of MC ADMIN CO LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 2200 Atlantic Street, 5th Floor, Stamford, CT 06902 (the "Grantee").

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement and Security Agreement, dated as of August 23, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Documents"); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Documents, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations (as defined in the Security Agreement), Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the "Trademark Collateral"):

(i) all Trademarks (as defined below) and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks

now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.


SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not

(other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Grantor has caused this agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

INTERMEX WIRE TRANSFER, LLC

By:  _____
Name: Darrell Ebbert
Title: Chief Financial Officer



MC ADMIN CO LLC,
as Collateral Agent and Grantee

By: _____

Name: Jonathan Tunis

Title: Managing Director

SCHEDULE A

<u>MARK</u>	<u>APP NO. / REG. NO.</u>	<u>APP DATE / REG. DATE</u>
CHECKDIRECT	4068856	12/6/2011
INTERMEX	3217954	3/13/2007
INTERNATIONAL MONEY EXPRESS	5204299	5/16/2017
	2446107	4/24/2001
	4678704	1/27/2015
PAGO EXPRESS	87190185	9/30/2016