

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 |

CH \$565.00 3128366

| | | |
|----------------------|----------|-------------------------------------|
| 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
source=4839-1070 WF - DoIEx - Trademark Collateral Agreement (Executed)#page1.tif
source=4839-1070 WF - DoIEx - Trademark Collateral Agreement (Executed)#page2.tif
source=4839-1070 WF - DoIEx - Trademark Collateral Agreement (Executed)#page3.tif
source=4839-1070 WF - DoIEx - Trademark Collateral Agreement (Executed)#page4.tif

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*”).

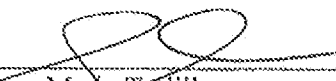
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a 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.

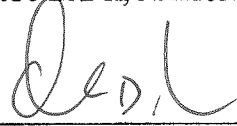
By 
Name: Marlo Prujillo
Title: President and Chief Executive Officer

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**