

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dolex Dollar Express, Inc.		12/31/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	2001 Ross Avenue		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3128366	AMIGO LATINO	
Registration Number:	4425630	DOLEX	
Registration Number:	2338800	DOLEX	
Registration Number:	2370880	DOLEX	
Registration Number:	4458098	DOLEX	
Registration Number:	4458091	DOLEX	
Registration Number:	2372659	DOLEX DOLLAR EXPRESS	
Serial Number:	88537319	DOLEX	
Serial Number:	88537304	DOLEX	
Serial Number:	88537314	DOLEX	
Registration Number:	5365788	GROW PROSPER CONNECT	
Registration Number:	4453904	PROGRAMA DOLEX AMIGO LATINO REWARDS	
Registration Number:	2297553		
Registration Number:	2038506	Q	
Registration Number:	2708367	QUISQUEYANA	
Registration Number:	5350374	QUISQUEYANA	
Registration Number:	2440309	QUISQUEYANA	

CH \$440.00 3128366

CORRESPONDENCE DATA**Fax Number:**

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: 4155911000**Email:** TrademarksSF@winston.com**Correspondent Name:** Becky Troutman, Winston & Strawn LLP**Address Line 1:** 101 California Street**Address Line 4:** San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
---------------------------	-------------------

SIGNATURE:	/Becky L. Troutman/
-------------------	---------------------

DATE SIGNED:	01/02/2020
---------------------	------------

Total Attachments: 8

source=Dolex IP Security Agreement to Goldman Sachs#page1.tif

source=Dolex IP Security Agreement to Goldman Sachs#page2.tif

source=Dolex IP Security Agreement to Goldman Sachs#page3.tif

source=Dolex IP Security Agreement to Goldman Sachs#page4.tif

source=Dolex IP Security Agreement to Goldman Sachs#page5.tif

source=Dolex IP Security Agreement to Goldman Sachs#page6.tif

source=Dolex IP Security Agreement to Goldman Sachs#page7.tif

source=Dolex IP Security Agreement to Goldman Sachs#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of December 31, 2019, by **DOLEX DOLLAR EXPRESS, INC.**, a Texas corporation (“**Company**” or “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, as Collateral Agent (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement (each as defined below).

RECITALS

WHEREAS, pursuant to that certain Revolving Credit and Guaranty Agreement, dated as of the date hereof, by and among DeltaDx Purchaser, Inc., a Delaware corporation (“**Purchaser**”), Money Transfer Acquisition Inc., a Delaware corporation (“**MTAI**”), Grantor, certain their respective Subsidiaries party thereto from time to time, the Lenders party thereto from time to time, and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loans**”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to Agent that certain Revolving Pledge and Security Agreement, dated as of the date hereof, by and among Purchaser, MTAI, Grantor, certain of their respective Subsidiaries party thereto from time to time, and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, renewals, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”), excluding any “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantor’s request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Authorization to Supplement. If any Grantor shall obtain rights to any new IP Collateral, the provisions of this IP Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any new IP Collateral or renewal or

extension of any registration thereof. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement at any time and from time to time by amending the schedules to include any other or additional IP Collateral of any Grantor, in each case, without any notice to, or the consent of, any Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend the schedules thereto shall in any way affect, invalidate, or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the attached schedules.

5. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. If any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement and the rights and obligations hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement as of the date first written above.

GRANTOR:

DOLEX DOLLAR EXPRESS, INC.

By: 

Name: Joseph Tumbarello

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006829 FRAME: 0983

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None

Record Owner	Copyright Title	Registration Date	Registration No.	Jurisdiction

Pending Copyright Applications:

None.

Record Owner	Copyright Title	Application Date	Application No.	Jurisdiction

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

None.

Record Owner	Title/Description	Serial No.	Patent No.	Issue Date	Jurisdiction

Pending Patent Applications:

None.

Record Owner	Title/Description	Serial No.	Patent No.	Filing Date	Jurisdiction

SCHEDULE C

TRADEMARK COLLATERAL

Trademarks and Trademark Applications:

Record Owner	Trademark / Trademark Application	Serial / Registration No.	Application / Registration Date	Country
DolEx Dollar Express, Inc.	AMIGO LATINO	3128366	8/15/2006	United States of America
DolEx Dollar Express, Inc.	DOLEX	4425630	10/29/2013	United States of America
DolEx Dollar Express, Inc.	DOLEX	2338800	4/4/2000	United States of America
DolEx Dollar Express, Inc.	DOLEX and Design	2370880	7/25/2000	United States of America
DolEx Dollar Express, Inc.	DOLEX and Design (B&W)	4458098	12/31/2013	United States of America
DolEx Dollar Express, Inc.	DOLEX and Design(Color)	4458091	12/31/2013	United States of America
DolEx Dollar Express, Inc.	DOLEX DOLLAR EXPRESS	2372659	8/1/2000	United States of America
DolEx Dollar Express, Inc.	DOLEX	88537319	07/25/2019	United States of America
DolEx Dollar Express, Inc.	DOLEX	88537304	07/25/2019	United States of America
DolEx Dollar Express, Inc.	DOLEX	88537314	07/25/2019	United States of America
DolEx Dollar Express, Inc.	GROW PROSPER CONNECT	5365788	12/26/2017	United States of America
DolEx Dollar Express, Inc.	PROGRAMA DOLEX AMIGO LATINO REWARDS	4453904	12/24/2013	United States of America

Record Owner	Trademark / Trademark Application	Serial / Registration No.	Application / Registration Date	Country
DolEx Dollar Express, Inc.	Q and Design	2297553	12/7/1999	United States of America
DolEx Dollar Express, Inc.	Q and Design	2038506	2/18/1997	United States of America
DolEx Dollar Express, Inc.	QUISQUEYANA	2708367	4/22/2003	United States of America
DolEx Dollar Express, Inc.	QUISQUEYANA	5350374	12/5/2017	United States of America
DolEx Dollar Express, Inc.	QUISQUEYANA and Design	2440309	4/3/2001	United States of America