

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intermex Wire Transfer, LLC	03/20/2013
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7983970
CORRESPONDENCE DATA	
Fax Number:	3125585700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312 558-6352
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ATTORNEY DOCKET NUMBER:	6737-159
NAME OF SUBMITTER:	Laura Konrath
Total Attachments: 5 source=Intermex - Patent Security Agreement#page1.tif source=Intermex - Patent Security Agreement#page2.tif source=Intermex - Patent Security Agreement#page3.tif source=Intermex - Patent Security Agreement#page4.tif source=Intermex - Patent Security Agreement#page5.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT 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 Patents (as defined in the Security Agreement), 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 "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising other than Excluded Property:

(a) each Patent listed on Schedule 1 annexed hereto, together with all renewals, reissues, extensions and continuations thereof; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

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 CFO

Agreed and Accepted
As of the Date First Written Above

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Its _____

[SIGNATURE PAGE TO PATENT 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 PATENT SECURITY AGREEMENT]

SCHEDULE 1

PATENTS

Patent Description

U.S. Patent No.

Publication Date

Secure telewire process for
authorizing wire transfers

US7983970B1

July 19, 2011

PATENT APPLICATIONS

None.

Error! No property name supplied.

RECORDED: 03/22/2013

**PATENT
REEL: 030063 FRAME: 0810**