

OMB No. 0651-0011 (exp. 4/9)

10-14-1998

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10-9-98  
Tab settings



To the Honorable Commissioner c

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Paysys International, Inc.

100850541

nd address of receiving party(ies)

Name: Household International, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2700 Sanders Road

City: Prospect Heights State: IL Zip: 60070

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State (FL)

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: March 31, 1998

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration  
75/060,584 75/060,585

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Federal Research Corp.

Internal Address: \_\_\_\_\_

10/13/1998 JSHADAZZ 00000046 75060584

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

Street Address:

400 Seventh St NW  
Suite 101

City:

Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ..... \$ 65.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Nancy A. Butler  
Name of Person

*Nancy Butler*  
Signature

10/5/98  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1798 FRAME: 0134

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 1998 (this "Trademark Agreement"), between PAYSYS INTERNATIONAL, INC., a Florida corporation ("Debtor"), and HOUSEHOLD INTERNATIONAL, INC., a Delaware corporation ("Secured Party").

### W I T N E S S E T H:

A. Debtor and Secured Party have entered into that certain Agreement of even date herewith (the "Agreement"), pursuant to which Debtor, among other things, issued to Secured Party that certain Secured Promissory Note of even date herewith (the "Note") payable to the order of Secured Party in the original principal amount of \$4,693,840.00.

B. In connection with the Agreement and the Note, Debtor has executed and delivered to Secured Party a Security Agreement, dated as of March 31, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. As a condition precedent to Secured Party's obligations under the Agreement, Debtor is required to execute and deliver this Trademark Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations (as defined in the Agreement).

D. Debtor has duly authorized the execution, delivery and performance of this Trademark Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to induce Secured Party to enter into the Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, to secure the prompt and complete payment, performance and observance of all of the Obligations, Debtor does hereby mortgage, pledge and grant to Secured Party a continuing security interest in, all of the following property of Debtor (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this **clause (a)** being called a

"**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item A of Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B of Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a) and (b)**;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a) and (b)**; and

(e) all proceeds of, and rights associated with, the foregoing (including license royalties and income), including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A and Item B of Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Trademark Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment and satisfaction in full of all Obligations, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Related Credit Document, etc.** This Trademark Agreement is a Related Document executed pursuant to the Agreement, the Note and the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Agreement, the Note and the Security Agreement.

**SECTION 7. Counterparts.** This Trademark Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**PAYSYS INTERNATIONAL, INC.**

By: William J. Pearson  
Name: William J. PEARSON  
Its: SVP

**HOUSEHOLD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**PAYSYS INTERNATIONAL, INC.**

By: William J. Pearson  
Name: WILLIAM J. PEARSON  
Its: SVP

**HOUSEHOLD INTERNATIONAL, INC.**

By: David B. Barany  
Name: David B. Barany  
Its: CIO

STATE OF <sup>GEORGIA</sup> ILLINOIS )  
COUNTY OF <sup>GWINNETT</sup> COOK )

SS.

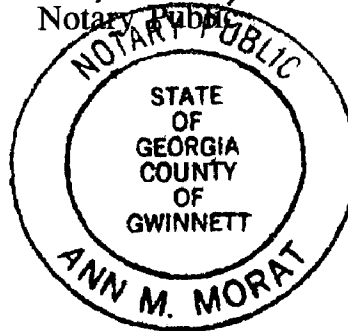
I, ANN MORAT, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM J. PEARSON, personally known to me to be a SENIOR VICE PRESIDENT of PAYSYS INTERNATIONAL, INC., a Florida corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as SVP of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of September 1998.

Ann M. Morat  
Notary Public

My Commission Expires:

June 15, 2002



STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF COOK        )

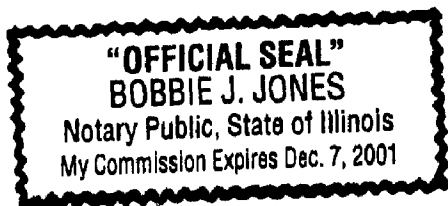
I, BOBBIE J. JONES, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID B. BARNEY personally known to me to be a CIO of HOUSEHOLD INTERNATIONAL, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23RD day of SEPT., 1998.

*Bobbie J. Jones*  
Notary Public

My Commission Expires:

12/07/2001





**Item A. Trademarks**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Paysys	75/060584	
United States	VisionPLUS	75/060585	

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

**Item B. Trademark Licenses**

None.