

04-16-1999



101013001

OVER SHEET
ONLY

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

4-12-99

1. Name of conveying party(ies):
TPS ACQUISITIONS, INC.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation-State- Delaware
 Other

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

2. Name and Address of Receiving party(ies):
 Name: **NATIONSCREDIT COMMERCIAL CORPORATION**
 Street Address: **50 Glenlake Parkway, Suite 600**
 City: **Atlanta**
 State: **GA** Zip: **30328**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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

(Designation must be a separate document from Assignment.)
 Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____

Execution Date: **March 31, 1999**

4. Application number(s) or registration number(s):
 A. Trademark application No.(s)\ B. Trademark Registration No.(s)
 2,135,348
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **William H. Hollander**
Wyatt, Tarrant & Combs
 Street Address: **2600 Citizens Plaza**
 City: **Louisville,**
 State: **Kentucky** Zip: **40202**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CRF § 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account.)

04/15/1999 JSHADAZZ 00000191 2135348
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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 copy of the original document.

William H. Hollander _____ **April 6, 1999**
 Name of person signing Signature Date

Total number of pages comprising cover sheet: 1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of March 31, 1999, by and between **NATIONSCREDIT COMMERCIAL CORPORATION**, a Delaware corporation, in its capacity as Agent for the Lenders (the "**Lenders**") from time to time party to the Credit Agreement defined below (the "**Agent**"), and **TPS ACQUISITIONS, INC.**, a Delaware corporation ("**Pledgor**").

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), dated of even date herewith, among Pledgor, MedPay Corporation, a Delaware corporation ("**Holdings**"), the Lenders and the Agent, Lenders have agreed to make the Loans to Pledgor; and

WHEREAS, as a condition precedent to any extension of credit under the Credit Agreement, Pledgor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below), to secure repayment of the Obligations pursuant to and as defined under the Credit Agreement; and

WHEREAS, Pledgor has duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans and other extensions of credit to the Pledgor pursuant to the Credit Agreement, Pledgor agrees with Lender as follows:

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

2. **Grant of Security Interest.** For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Agent, for the benefit of itself and the Lenders, a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "**Trademark Collateral**"), whether now existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business

identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A (“Trademarks”) of Attachment 1 hereto;

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

(c) all 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 products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration, trademark license or trade name referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

3. **Secured Obligations.** This Agreement and the security interest granted hereunder to the Agent secures all obligations which may be now or hereafter owing by Pledgor to Agent under this Agreement as well as any and all indebtedness, obligations or other liabilities which may be now or hereafter owing by Holdings or Pledgor to the Agent or the Lenders under or on account of the Credit Agreement any other agreement, instrument or other document executed by Pledgor with or in favor of the Agent or the Lenders under or in connection therewith, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Holdings or Pledgor or Holdings of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the “Secured Obligations”. As used herein, the term “Secured Obligations” shall include, without limitation, all Obligations pursuant to and as defined under the Credit Agreement.

4. **Security Agreement.** This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Agent under the Security Agreements and the other Financing Documents. The Credit Agreement and the other Financing Documents (and all rights and remedies of the Agent

thereunder) shall remain in full force and effect in accordance with their respective terms.

5. **Release of Security Interest.** At such time as the Secured Obligations have been paid in full and the Credit Agreement has been terminated, the Agent shall, at Pledgor's expense, execute and deliver to Pledgor 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 thereunder.

6. **Acknowledgment.** Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. **Collateral Document, Etc.** This Agreement is a Security Document and a Financing Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. **Counterparts.** This 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.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

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

Pledgor:

TPS ACQUISITIONS, INC.

Attest:

By: 

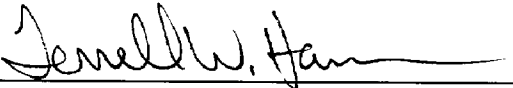
Charles E. Martin,
Chairman of the Board



William Batt,
Secretary/Treasurer

(CORPORATE SEAL)

**NATIONSCREDIT COMMERCIAL
CORPORATION**

By: 

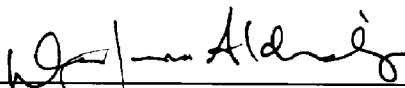
Terrell W. Harris,
Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 31st day of March, 1999, personally appeared Charles E. Martin, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Chairman of TPS Acquisitions, Inc., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: 12/29/2001

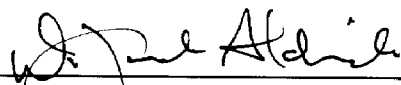
[NOTARIAL SEAL]

STATE OF TENNESSEE

COUNTY OF SHELBY

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 31st day of March, 1999, personally appeared Terrell W. Harris, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Vice President of NATIONSCREDIT COMMERCIAL CORPORATION, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: 12/29/2001

[NOTARIAL SEAL]

Attachment 1

Registration No.: 2,135,348
Service Mark: THIRD PARTY SOLUTIONS
Date Filed: February 10, 1998