

MRD 4/6/01

04-19-2001

Form PTO-1594 (Adapted)
7/3/95



U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

101680003

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

1. Name of conveying party(ies):
Ntown Communications

- Individual
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):
Name: PTEK Holdings, Inc.

Address: The Lenox Bldg., 3399 Peachtree Rd., Suite 600
City: Atlanta State: Georgia ZIP: 30326

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

If assignee is not domiciled in the United States, a domestic representative designation 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 15, 2001

4(a). Trademark Application No.(s): 75/502,687;
75/602,717 and 75/724,863

4(b). Trademark Registration No.(s):

Additional numbers attached? Yes No

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

Name Lisa M. Cobern, Esq.

Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) enclosed: \$ 90.00

DO NOT USE THIS SPACE

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Lisa M. Cobern
Name of Person Signing

Signature

Date: 3-30-01

Total number of pages including cover sheet: 8

Attorney Docket No. 17812-0002

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

04/19/2001 6TON11 00000010 75502687

01 FC:481 40.00 OP
02 FC:482 50.00 OP

AO 446843.1

TRADEMARK
REEL: 002274 FRAME: 0754

TRADEMARK SECURITY INTEREST AGREEMENT

This agreement (hereinafter "Agreement") is made on the 15th day of March, 2001, between Ntown Communications, Inc., a Tennessee corporation (hereinafter "Grantor") and PTEK Holdings, Inc., a Georgia corporation ("PTEK"), as an Investor (as defined herein) and as agent (in such capacity, the "Agent") for Richard D. Plumley, an individual resident of the State of Tennessee ("Plumley"), and WWW Internet Fund, a trust domiciled in the State of Kentucky ("WIF"; PTEK, Plumley and WIF are hereinafter sometimes referred to individually as "Investor" and collectively as "Investors").

This Agreement is being executed in accordance with that certain loan agreement between Grantor and Investors dated March 8, 2001 (the "Loan Agreement") and certain other Loan Documents (as defined in the Loan Agreement) including that certain security agreement between Grantor and Agent (in such capacity, "Grantee") dated March 8, 2001 ("Security Agreement") under which Grantor has granted to Grantee for the benefit of Investors a security interest in substantially all the assets of Grantor including, but not limited to the trademarks and service marks (together with the goodwill of the business symbolized by such marks) listed on Exhibit A attached hereto and hereinafter called "Trademarks", whereby Grantee shall have the right to foreclose on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Loan Agreement or Security Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Grantor.

The parties hereto are entering the present Agreement so as to recite the lien and security interest in the Trademarks in form suitable for recording at the U.S. Patent & Trademark Office, and to define the obligations of Grantor and Grantee with respect to the Trademarks.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Grantee as follows:

1. To secure the complete and timely satisfaction of all obligations as defined in the Loan Agreement, Grantor hereby grants, assigns and conveys to Grantee a present and continuing security interest in and lien on the Trademarks listed in Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (all of the foregoing being collectively called the "Trademarks"), and the good will of the business symbolized by each of the Trademarks.

2. Grantor covenants and warrants that:

(a) The Trademarks are subsisting and having not been adjudged invalid or unenforceable;

- (b) To the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons;
- (e) Grantor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Grantor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and furnishing of services sold under the Trademarks.

3. Grantor agrees that, until all of its obligations to Investors shall have been satisfied in full, it will not, without Grantee's prior written consent, enter into any agreement which is inconsistent with Grantor's obligation under this Agreement.

4. If, before the obligations shall have been satisfied in full, Grantor shall obtain rights to any new trademarks, the provisions of paragraph 1 of this Agreement shall automatically apply thereto and Grantor shall give Grantee prompt written notice thereof.

5. Grantor authorizes Grantee to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications covered by paragraphs 1 and 4 hereof.

6. At such time as Grantor shall completely satisfy all of the obligations under the Loan Agreement, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all instruments as may be necessary or proper to re-vest in full Grantor the unencumbered title to the Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant to the Loan Agreement and Security Agreement.

7. Grantor shall have the duty, through counsel acceptable to Grantee, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the obligations shall have been paid in full, to make federal application on all unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Grantor. The Grantor shall not abandon any Trademark without the consent of the Grantee, which consent shall not be unreasonably withheld.

8. Grantor shall have the right, with the prior written consent of Grantee, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings

or lawsuit in its own name to enforce or protect the Trademarks, in which event Grantee may, if necessary, be joined as a nominal party to such suit if Grantee shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all damages, costs and expenses, including attorneys' fees, incurred by Grantee in the fulfillment of the provisions of this paragraph.

9. In the event of the occurrence of an Event of Default under the Loan Agreement or Security Agreement, Grantor hereby authorizes and empowers Grantee to make, constitute and appoint Patrick G. Jones or any officer or agent of Grantee as Grantee may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Grantee to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Grantor to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. If Grantor fails to comply with any of its obligations hereunder, Grantee may do so in Grantor's name or in Grantee's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee in full for all expenses, including reasonable attorney's fees, incurred by Grantee in protecting, defending and maintaining the Trademarks.

11. No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee any right, power or privilege hereunder or under the Loan Agreement and Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. The provisions of this Agreement are severable, and if any cause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall effect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.


13. This Agreement is subject to modification only by a writing of even or subsequent date, signed by the parties, and specifically referring to this Agreement.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

15. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Georgia.

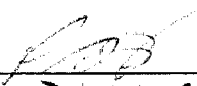
WITNESS the execution hereof under seal as of the day and year first above written.

NTOWN COMMUNICATIONS, INC.

By: 
Name: Mark Schmid
Title: COB

Acknowledged:

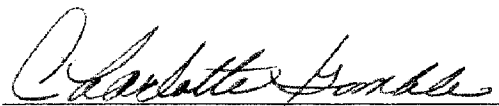
PTEK HOLDINGS, INC., as Agent

By: 
Name: Patrick G. Jones
Title: EVP

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

On the 15th day of March, 2001, before me personally appeared Mark Schmid, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chairman of the Board of Ntown Communications, Inc. who being by me duly sworn, did depose and say that he/she is Chairman of the Board of Ntown Communications, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



My commission expires: 10/31/2001

ACKNOWLEDGEMENT

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On the 2nd day of March, 2001, before me personally appeared Patrick G. Jones, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Exec. Vice President of PTEK Holdings, Inc. who being by me duly sworn, did depose and say that he/she is Exec. Vice President of PTEK Holdings, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Marcia D. Sigler
Notary Public

{Seal}

My commission expires: 3/11/05

Exhibit A

Trademarks

1. STREETFEED Trademark Application In USA, SN 75/502,687, Filed 06/15/1998.
2. NTOWN Registered Trademark In USA, SN 75/602,717, Filed 12/10/1998, Issued 11/21/2000.
3. NTOWN Trademark Application In Canada, SN 1,061,258, Filed 05/31/2000.
4. NTOWN.COM Trademark Application In Canada, SN 1,038,127, Filed 12/02/1999.
5. NTOWN Registered Trademark In Germany, TM 30043615./7, Filed 06/08/2000, Issued 08/17/2000.
6. NTOWN.COM Registered Trademark In Germany, TM 39976580.842, Filed 12/06/1999, Issued 01/12/2000.
7. NTOWN.COM Trademark Application In USA, SN 75/724,863, Filed 06/09/1999
8. NTOWN Registered Trademark In United Kingdom, SN 2234343, Filed 05/31/2000, Issued 11/10/2000.
9. NTOWN.COM Trademark Application In United Kingdom, SN 2216166, Filed 03/12/1999.