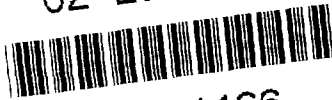


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): VeriFone, Inc. 2-27-02
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: Guaranty Business Credit Internal Corporation
Address: Attn: Portfolio Manager
Street Address: 355 South Grand Avenue, #2400
City: Los Angeles State: CA Zip: 90071
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: January 16, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/457729; 75/893495; 78/029775; 75/496715; 75/245395; 75/158581
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2044480; 1997215; 1501018; 2091898; 1877125; 2095822; 2276259; 1732650; 2007438; 1734489

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gary D. Samson, Esq.
Internal Address: Orrick, Herrington & Sutcliffe LLP
Street Address: 777 S. Figueroa Street Suite 3200
City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 54
7. Total fee (37 CFR 3.41) \$ 1,365.00
Enclosed
Authorized to be charged to deposit account

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 copy of the original document.
Joel Kabakoff Signature February 25, 2002 Date
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

02/28/2002 6TON11 00000032 75457729
01 FC:481 40.00 OP
02 FC:482 1325.00 OP

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

TRADEMARK REEL: 002447 FRAME: 0197

Conveying Party: VeriFone, Inc.  
Receiving Party: Guaranty Business Credit Corporation

Additional Trademark Registration Numbers:

1729013	2021671
1229416	2086208
2145322	1948526
2082204	2133623
1539077	1993981
1947467	2222982
2346075	1960774
2198667	1935842
2355820	1928506
2333548	2072038
2105221	2141173
2137951	1749946
2322047	1752340
2151275	1918712
2157376	1732663
2148193	2110899
2052479	1692682
2244824	1535102
2302350	1340210

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of January 16, 2002, is executed by VERIFONE, INC., a Delaware corporation ("Grantor"), in favor of Guaranty Business Credit Corporation ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of January 16, 2002 (as amended from time to time, the "Loan Agreement") between Grantor and Lender, Lender has agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Grantor has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:


Guaranty Business Credit Corporation  
355 South Grand Avenue  
Suite 2400  
Los Angeles, California 90071  
Attn: Portfolio Manager

With a copy to:

Guaranty Business Credit Corporation  
8333 Douglas Avenue, Suite 530  
Dallas, Texas 75225  
Attn: Corporate Counsel

IN WITNESS WHEREOF, Grantor has caused this Assignment to be executed as of the day and year first above written.

VERIFONE, INC.

By:   
Name: DOUGLAS BERGERON  
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

See Attached.

I-A-1

Trademark	Reg #	Country	Filing Date
EVEREST	2044480	United States of America	26-Jan-95
OMNI	1997215	United States of America	31-Oct-90
PINSTRIPE	1501018	United States of America	28-Jul-86
PRINTPAK	2091898	United States of America	23-Aug-95
RUBY SUPERSYSTEM	1877125	United States of America	1-May-92
SOFTPAY	2095822	United States of America	17-Nov-95
SOFTPOS	2276259	United States of America	9-Nov-95
TRANZ	1732650	United States of America	27-Sep-91
TRANZSTAND	2007438	United States of America	13-Sep-94
TXO	1734489	United States of America	21-Jun-91
VERIFONE	1729013	United States of America	21-Jun-91
VERIFONE	1229416	United States of America	5-Nov-81
VERIPATH	2145322	United States of America	10-Jun-96
VERITALK	2082204	United States of America	22-Sep-95
VF DESIGN	1539077	United States of America	25-Jul-88
VERIFONE FOLIO	1947467	United States of America	15-Mar-94
VLM	2346075	United States of America	18-May-98
CENTUM	2198667	United States of America	23-Dec-97
CHECKPAK	2355820	United States of America	23-Dec-97
FIRST GLOBAL	2333548	United States of America	2-Jun-97
LABORDAY	2105221	United States of America	30-Sep-96
LODGE LINK	2137951	United States of America	6-Sep-96
PEARL	2322047	United States of America	22-Jul-96
VGATE	2151275	United States of America	12-Apr-96
VWALLET	2157376	United States of America	12-Apr-96
VPOS	2148193	United States of America	12-Apr-96
VERICARE	2052479	United States of America	29-Mar-96
PAYLANE	2244824	United States of America	5-Jan-96
VERISIGN	2302350	United States of America	1-Sep-95
ONESOURCE	2021671	United States of America	17-Feb-95
VIKING	2086208	United States of America	10-Nov-94
OMNIHOST	1948526	United States of America	10-Nov-94
SC	2133623	United States of America	10-Nov-94
PROFITNOW	1993981	United States of America	25-Jul-94

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12350-19 RPG

Trademark	Reg #	Country	Filing Date
FOLIO	2222982	United States of America	31-May-94
OMNI VUFONE	1960774	United States of America	1-Nov-93
OMNICHHECK	1935842	United States of America	25-Jun-93
OMNICAP	1928506	United States of America	23-Mar-93
PERSONAL ATM	2072038	United States of America	22-Mar-93
VERIFAST	2141173	United States of America	24-Jun-92
GEMSTONE	1749946	United States of America	5-May-92
GEMSTONE	1752340	United States of America	5-May-92
OMNINAC	1918712	United States of America	24-Feb-92
OMNIHOST	1732663	United States of America	8-Nov-91
DIAMOND RETAILER	2110899	United States of America	4-Nov-91
GEMSTONE	1692682	United States of America	31-Oct-90
ZON	1535102	United States of America	25-Jul-88
XTRASOFT	1340210	United States of America	7-Dec-83
OMNI		Israel	1-Jul-94
PRINTPAK	39608461	Germany	23-Feb-96
PRINTPAK	2058034	United Kingdom	23-Feb-96
SOFTPAY	254474	European Community	14-May-96
SOFTPOS	782269	Australia	4-Jan-99
SOFTPOS	228890	European Community	16-Apr-96
SOFTPOS	600767	Mexico	8-Jan-99
SOFTPOS	202933	Turkey	26-Jan-99
TRANZ	816649464	Brazil	24-Mar-92
TRANZ	816649472	Brazil	24-Mar-92
VERIFONE	15389	United Arab Emirates	24-Aug-96
VERIFONE	15194	United Arab Emirates	24-Aug-96
VERIFONE	15195	United Arab Emirates	24-Aug-96
VERIFONE	15196	United Arab Emirates	24-Aug-96
VERIFONE	15395	United Arab Emirates	24-Aug-96
VERIFONE	00137	United Arab Emirates	24-Aug-96
VERIFONE	1,349,537	Netherlands Antilles	29-Nov-96
VERIFONE	18672	Argentina	
VERIFONE	30823	Aruba	9-May-97
VERIFONE	5897	Bulgaria	3-Jan-96
VERIFONE	9986	Bulgaria	3-Jun-96
VERIFONE	TMA373263	Bedarus	3-Oct-96
VERIFONE		Canada	15-Aug-88

DOCSLA1407022.3  
L2350-19 RPG

Trademark	Reg #	Country	Filing Date
VERIFONE	102676	Costa Rica	25-Sep-96
VERIFONE	102684	Costa Rica	
VERIFONE	102685	Costa Rica	
VERIFONE	102683	Costa Rica	
VERIFONE	102686	Costa Rica	
VERIFONE	46277	Cyprus	24-Sep-96
VERIFONE	46274	Cyprus	24-Sep-96
VERIFONE	203888	Czech Republic	27-May-96
VERIFONE	129411	Greece	24-May-96
VERIFONE	30722	Jamaica	15-Oct-96
VERIFONE	45461	Kenya	27-Feb-97
VERIFONE	1003	Kenya	27-Feb-97
VERIFONE	1004	Kenya	27-Feb-97
VERIFONE	1005	Kenya	27-Feb-97
VERIFONE	1006	Kenya	27-Feb-97
VERIFONE	36876	Kuwait	18-Jun-97
VERIFONE	27822	Malta	23-Apr-97
VERIFONE	064019	Panama	23-Jun-93
VERIFONE	59015	Philippines	31-Oct-93
VERIFONE	124407	Poland	7-May-96
VERIFONE	40956	Puerto Rico	26-Feb-97
VERIFONE	40958	Puerto Rico	30-Jul-97
VERIFONE	40955	Puerto Rico	30-Jul-97
VERIFONE	40957	Puerto Rico	30-Jul-97
VERIFONE	168144	Russian Federation	4-Jul-96
VERIFONE	176348	Turkey	31-May-96
VERIFONE	176005	Turkey	31-May-96
VERIFONE	10477	Vietnam	30-Mar-93
VERIFONE	20395-96	Venezuela	27-Nov-96
VERIFONE	20396-96	Venezuela	27-Nov-96
VERIFONE	20397-96	Venezuela	27-Nov-96
VERIFONE	20398-96	Venezuela	27-Nov-96
VERIFONE	594/96	Zambia	8-Oct-96
VERIFONE	1080/96	Zimbabwe	30-May-96
VERIFONE	1081/96	Zimbabwe	30-May-96
VERIFONE	1082/96	Zimbabwe	30-May-96



Trademark	Reg #	Country	Filing Date
VERIFONE	1083/96	Zimbabwe	30-May-96
VERIFONE	1084/96	Zimbabwe	30-May-96
VERIFONE	48151	Cyprus	17-Jun-97
VERIFONE	46273	Cyprus	24-Sep-96
VERIFONE	46275	Cyprus	24-Sep-96
VERIFONE	46276	Cyprus	24-Sep-96
VERIFONE	35753	Egypt	17-Oct-96
VERIFONE	245308	Uruguay	9-Jul-91
VERIFONE & Design	140811	Austria	1-Jul-91
VERIFONE & Design	502584	Australia	6-Jan-89
VERIFONE & Design	814,758,363	Brazil	5-Apr-89
VERIFONE & Design	458,372	Bonchu	20-Jan-89
VERIFONE & Design	369302	Switzerland	25-Jan-89
VERIFONE & Design		Chile	17-Jun-99
VERIFONE & Design	520438	China	30-Jun-89
VERIFONE & Design	134529	Colombia	24-Jan-89
VERIFONE & Design	1155678	Germany	1-Feb-89
VERIFONE & Design	19923307VR	Denmark	4-Jul-91
VERIFONE & Design	52065	Dominican Republic	2-Oct-91
VERIFONE & Design	8/9-92	Ecuador	28-Jun-91
VERIFONE & Design	1760784M1	Spain	11-May-93
VERIFONE & Design	113890	Finland	19-Jan-89
VERIFONE & Design	1511518	France	27-Jan-89
VERIFONE & Design	1370807	United Kingdom	21-Jan-89
VERIFONE & Design		Guatemala	21-Jan-92
VERIFONE & Design	1566/1991	Hong Kong	11-Apr-89
VERIFONE & Design	326668	Indonesia	10-Jul-91
VERIFONE & Design	326669	Indonesia	10-Jul-91
VERIFONE & Design	131389	Ireland	17-Jan-89
VERIFONE & Design	71350	Israel	19-Jan-89
VERIFONE & Design	504930	India	6-Feb-89
VERIFONE & Design	15/1992	Iceland	2-Jul-91
VERIFONE & Design	553389	Italy	3-Feb-89
VERIFONE & Design	2484285	Japan	26-Jan-89
VERIFONE & Design	203442	South Korea	16-Feb-89
VERIFONE & Design	373231	Mexico	31-Jan-89

Trademark	Reg #	Country	Filing Date
VERIFONE & Design	141604	Norway	17-Jan-89
VERIFONE & Design	211096	New Zealand	28-Jan-91
VERIFONE & Design	96803	Peru	22-Nov-91
VERIFONE & Design	275477	Portugal	16-Jul-91
VERIFONE & Design	168792	Paraguay	9-Aug-93
VERIFONE & Design	168793	Paraguay	9-Aug-93
VERIFONE & Design	168794	Paraguay	9-Aug-93
VERIFONE & Design	224798	Sweden	18-Jan-89
VERIFONE & Design	658/89	Singapore	3-Feb-89
VERIFONE & Design	TM88546	Thailand	2-Feb-89
VERIFONE & Design	483432	Taiwan	21-Feb-89
VERIFONE & Design		Uruguay	9-Jul-91
VERIFONE & Design	151.876F	Venezuela	
VERIFONE & Design	151.875F	Venezuela	6-Dec-88
VERIFONE & Design	28,9810	Venezuela	
VERIFONE & Design	9113732	South Africa	14-May-91
VERIFONE DESIGN	72451	Guatemala	21-Jan-92
VERISMART	1378777	China	20-Oct-98
VERISMART	520817	European Community	23-Apr-97
VERISMART	2139617	United Kingdom	23-Apr-97
VERISMART	4385100	Japan	30-Oct-98
VERISMART	9/5161	Taiwan	24-Sep-98
VF Design (Ribbon Design)	TMA412737	Canada	27-Feb-89

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark	App#	Country	Filing Date
VERISHIELD	75/893495	United States of America	14-Jan-00
VERISMART	78/029775	United States of America	9-Oct-00
G GLOBAL ECOMMERCE FORUM	75/496715	United States of America	5-Jun-98
IPS	75/457729	United States of America	27-Mar-98
WE MOVE MONEY	75/245395	United States of America	21-Feb-97
VIKING	75/158581	United States of America	27-May-97

I-B-1

DOCSLA1:406329.2  
12350-19 RPG

TRADEMARK  
REEL: 002447 FRAME: 0207

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On January 16, 2002, before me, Joel Kabakoff, Notary Public  
(Name and Title of Officer)

personally appeared Douglas G. Bergeron

personally known to me  
-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- Attorney-In-Fact  General
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:

Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above