

4/8/04

04-08-2004

Form **PTO-1594**
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

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

1. Name of conveying party(ies):

Payment Resources International, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 04/01/2004

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch
Business Financial Services Inc.,
as First Lien Collateral Agent

Street Address: 222 N. LaSalle Street

City: Chicago State: IL Zip: 60601

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,530,370

Additional number(s) attached Yes No

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

Name: _____
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

04/09/2004 01 FC: 0521 00000001 2530370 40.00 DP

Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

04/06/2004
Date

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

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

TRADEMARK
REEL: 002944 FRAME: 0860

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of April, 2004 by **PAYMENT RESOURCES INTERNATIONAL, LLC**, a Delaware limited liability company ("**Grantor**") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as First Lien Collateral Agent (herein, the "**Grantee**") for the First Lien Secured Parties (as such term is defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Agent, First Lien Collateral Agent, Second Lien Collateral Agent, Joint Bookrunner and Joint Lead Arranger, General Electric Capital Corporation, as Joint Bookrunner, Joint Lead Arranger and Syndication Agent, 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 and certain of its affiliates by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of the First Lien Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the First Lien Obligations 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, including without limitation, Section 17 of the Security Agreement. 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 First Lien Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the First Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing First Priority Lien on Grantor's entire 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 "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

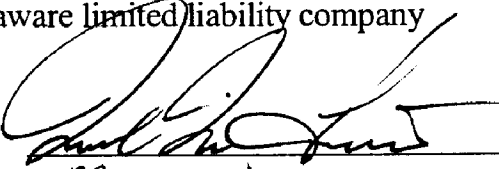
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page follows.]

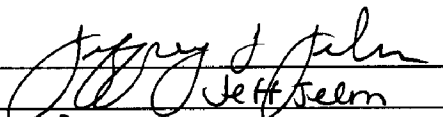
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PAYMENT RESOURCES
INTERNATIONAL, LLC,**
a Delaware limited liability company

By: 
Name: Mark Travis
Title: CFO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent

By: 
Name: Jeff Selman
Title: Director

Schedule 1

A. Trademarks

	Trademark	Owner
1	Payment Resources International (Registration No. 2,530,370, Dated January 15, 2002)	Payment Resources International, LLC
2	Transaction Central	Payment Resources International, LLC
3	Billing Central	Payment Resources International, LLC
4	EC Shop	Payment Resources International, LLC
5	TC Recurring	Payment Resources International, LLC
6	ShopLink	Payment Resources International, LLC