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Form PTO-1594 (Rev. 03/01) OMB No. 0681-0027 (exp. 5/31/2002) Tab settings

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
HCS Payment Services, Inc.

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
Internal _____ as agent
Address: _____

Street Address: 500 W. Monroe
City: Chicago State: IL Zip: 60661

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: November 22, 2004

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

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Laura Konrath
 Internal Address: Winston & Strawn
33rd Floor
 Street Address: 35 W. Wacker Dr.
 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

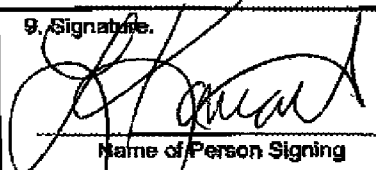
7. Total fee (37 CFR 3.41)\$ 40

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
232428

DO NOT USE THIS SPACE

9. Signature.

 _____
 Name of Person Signing Laura Konrath 12/9/04
 Signature Date

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

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

CH \$40.00 232428 2504164

*Continuation
Item 4*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>
Real Answers...Right Now	2,504,164

orig

EXECUTION COPY**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2004 by HCS PAYMENT SERVICES, INC., a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

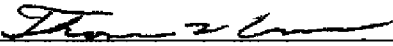
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HCS PAYMENT SERVICES, INC.

By: 
Name: Thomas M. Cross
Title: President

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

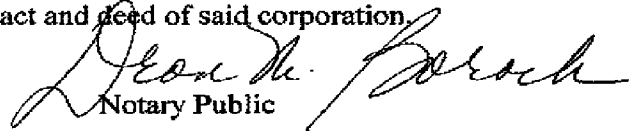
[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Michigan)
)
COUNTY OF Oakland)

ss.

On this 18th day of November, 2004 before me personally appeared Thomas M. Cross, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HCS Payment Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

[Notary – Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HCS PAYMENT SERVICES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *[Signature]*
Name: *Mark Blubstein*
Title: *Duly Authorized Signatory*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>
Real Answers...Right Now	2,504,164

WINSTON & STRAWN LLP

Facsimile

35 W. WACKER DRIVE, CHICAGO IL 60601-9703
312-558-5600

300 Park Avenue
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1400 L Street, N.W.
Washington, DC 20005-3502
202-371-8700

38th Floor, 333 South Grand Ave
Los Angeles, CA 90071-1543
213-918-7700

101 California Street
San Francisco CA 94111-5994
415-591-1000

43 Rue Du Rhone
1204 Geneva, Switzerland
41-22-317-75-78

21 Avenue Victor Hugo
75118 Paris, France
33-1-53-69-82-82

Bucklersbury House
3 Buckenham Street
London, England EC1N 8NH
44-20-7488-0000

Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

DATE: 12/9/2004

CHARGEBACK:

11028
80034/981

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX No.	PHONE No.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(703) 306-5995	

Total number of pages including this page: *10 pages*

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

Enclosed: -Facsimile Cover Sheet
-Cover Letter
-Recordation Cover Sheet
-Schedule of U.S. Trademarks
-Trademark Security Agreement for HCS Payment

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352

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Operator Initials: _____
Confirmation: Yes _____ Name: _____ No: _____