

07-13-2004

COVER SHEET ONLY

7/12/04



102788819

Tab settings To the Honorable Commission

the attached original documents or copy thereof.

1. Name of conveying party(ies): RPSI, INC. 7-12-04

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

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

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
 Internal Address: _____
 Street Address : 222 North LaSalle Street, 17th Floor
 City: Chicago State: IL Zip: 60601

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

If assignee is not domiciled in the United States, a 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: July 1, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)
78438946

B. Trademark Registration
2119553 2142148

Additional numbers attached? 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: _____ Stat _____ ZIP _____

6. Total number of applications and registrations 3

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

Enclosed
 Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

07/13/2004 LMUELLER 00000009 78438946
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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 of the original document.

Rebecca L. Ramstrom
 Name of Person Signature

6 07/07/04
 Date

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 1st day of July, 2004 by **RPSI, INC.**, a Delaware corporation ("**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, Retriever Acquisition Co., a Delaware corporation ("**Acquisition Co.**"); Acquisition Co. together with each other Person who becomes a party to the Credit Agreement by execution of a joinder thereto, including, without limitation Grantor, are referred to individually as a "**Borrower**" and collectively as the "**Borrowers**", the Funds Administrator (as defined in the Credit Agreement), Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Agent, First Lien Collateral Agent, Second Lien Collateral Agent, and Sole Lead Arranger and the Lenders party thereto 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 Borrowers 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.

RPSI, INC., a Nebraska corporation

By: Bernard Levitt
Name: BERNARD LEVITT
Title: SVP

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: _____
Title: _____

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

RPSI, INC., a Nebraska corporation

By: _____
Name: _____
Title: _____

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: Jeffrey J. Felton
Name: Jeffrey J. Felton
Title: Director

SCHEDULE 1**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Service Mark "Retriever Payment Systems"	2119553	December 9, 1997
Service Mark "Retriever America's Payment Systems Authority"	2142148	March 10, 1998

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Credit card with a globe and three arrows in colors green, silver and gold along with the words "Retriever America's Payment Systems Authority"	78438946	June 21, 2004