

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCS PAYMENT SERVICES, INC.		07/28/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	BCH INVESTMENTS COMPANY LLC		
Street Address:	c/o Babcock & Brown LP, Two Harrison Street, 6th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2504164	REAL ANSWERS ... RIGHT NOW.	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	71 South Wacker Drive		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-4637		
NAME OF SUBMITTER:	Christopher Dore		
Signature:	/Christopher Dore/		
Date:	08/02/2005		

OP \$40.00 2504164

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2005 by HCS Payment Services, Inc., a Michigan corporation ("Grantor"), in favor of BCH Investments Company LLC, a Delaware limited liability company, as Lender ("Secured Party").

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, and Secured Party (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Secured Party has agreed to make the Loans for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Secured Party is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party 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 Secured Party 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 Secured Party a continuing 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 Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

4. INTERCREDITOR AGREEMENT. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JULY 28, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN, GENERAL ELECTRIC CAPITAL CORPORATION, AS FIRST LIEN AGENT (AS DEFINED THEREIN), AND BCH INVESTMENTS COMPANY LLC, AS SECOND LIEN LENDER (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN LENDER PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN LENDER HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[signature pages follow]

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.

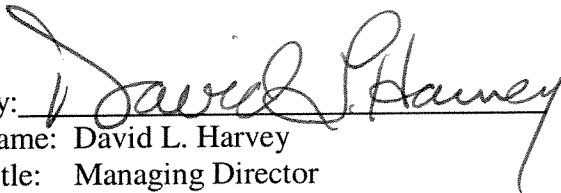
HCS PAYMENT SERVICES, INC.

By: Thomas M. Cross
Name: THOMAS M. CROSS
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:
BCH INVESTMENTS COMPANY LLC,
as Secured Party

By: Babcock & Brown LP, as member

By: Babcock & Brown GP, LLC, its general partner

By: 
Name: David L. Harvey
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF Michigan)
COUNTY OF Oakland)

ss.

On this 28th day of July, 2005 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.

Candace M. Paviscak

Notary Public

{seal}

Candace M. Paviscak, Notary Public
State of Michigan, County of Oakland
My Commission Expires 8/4/2011
Acting in the County of Oakland

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark

Registration Number

Real Answers...Right Now

2,504,164