

10-14-2005

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

9/24/05

RECC
TR



103099724

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Solidus Networks, Inc.
Indivos Corporation
IPS Solutions, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other Limited Liability Co.

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 19, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PBT, Ltd.

Internal _____

Address: _____

Street Address: _____

City: _____

State: _____

Country: Cayman Islands Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/280,782 76/377,629 76267255 76267253 76267254
76555359 76377631 78203879 78203857 78396338
76555361 76277320 78399042 78634125 78399044

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mauro Premutico

Internal Address: Cleary Gottlieb Steen & Hamilton

Street Address: One Liberty Plaza

City: New York

State: New York Zip: 10006

Phone Number: 212-225-2000

Fax Number: 212-225-3999

Email Address: _____

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Graham Nalle

Name of Person Signing

9/24/05
Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 19th day of September, 2005 (the "Agreement").

By and among:

The Company (as defined herein),
The Guarantors (as defined herein)
-and-
Collateral Agent (as defined herein)

WHEREAS, in accordance with the **SECURITY AGREEMENT** dated as of September 19, 2005 (the "Security Agreement"), by and among Solidus Networks, Inc., a Delaware corporation (the "Company"), Indivos Corporation, a Delaware corporation, IPS Solutions, LLC, a Delaware limited liability company (each a "Guarantor", and together with the Company, the "Obligors"), and PBT, Ltd., a Cayman Islands exempted limited company, as collateral agent under the Security Agreement referred to below (the "Collateral Agent"), the Obligors have agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. As used herein, the following terms shall have the following meanings:

"Trademarks" means all of the registered trademarks and pending trademark applications listed on Schedule A and all of the goodwill of the business connected with the use of, or symbolized by, such trademarks.

2. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all of the Secured Obligations with respect to every Obligor, each Obligor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, on behalf of the Secured Parties, a security interest in all of such Obligor's right, title and interest in and to all of the Trademarks.

3. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon termination of the Security Agreement or release of an Obligor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Obligors or an Obligor, as the case may be, an instrument in writing releasing

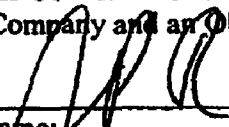
the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, at the Obligors' expense, the Collateral Agent shall reasonably cooperate with any efforts made by an Obligor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

5. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

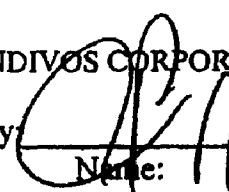
SOLIDUS NETWORKS, INC.,
as Company and an Obligor

By: 
Name: _____
Title: _____

IPS SOLUTIONS, LLC, as an Obligor

By: 
Name: _____
Title: _____

INDIVOS CORPORATION, as an Obligor

By: 
Name: _____
Title: _____

PBT, Ltd., as Collateral Agent

By: 

Name: Joel Frank
Title: Treasurer

SCHEDULE A**TRADEMARKS**

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	
Brazil	PAY BY TOUCH	36	826134513	12/15/2003			S
Brazil	PAY BY TOUCH	42	826134505	12/15/2003			S
Canada	PAY BY TOUCH	36, 42	1199621	12/15/2003			S
Canada	PAY BY TOUCH and Design	09, 36, 42	1212640	4/8/2004			S
China	PAY BY TOUCH	36	3774760	11/25/2003			S
China	PAY BY TOUCH	42	3774759	11/25/2003			S
China	PAY BY TOUCH and Design	09	4007268	4/9/2004			S
China	PAY BY TOUCH and Design	36	4007267	4/9/2004			S
China	PAY BY TOUCH and Design	42	4007266	4/9/2004			S
EC	INDIVOS	09, 36, 42	002517829	12/27/2001	002517829	12/27/2001	E
EC	IPAY	35, 42	002343937	8/17/2001			I
EC	IPAY & Design		000183520	5/27/2004	000183520	5/27/2004	I
EC	iPAY & Design (color)	35, 36, 42	002805521	7/18/2002			I

953221 v1/SF

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date
EC	IPAY INTERNET BILLING COMPANY & Design	35, 42	002352698	8/20/2001	002352698	8/20/2001
EC	PAY BY TOUCH	9, 36, 42	003400892	10/13/2003		
EC	PAY BY TOUCH	9, 36, 42				
EC	PAY BY TOUCH and Design		000182423	5/24/2004	000182423	5/24/2004
EC	PAY BY TOUCH and Design	09, 36, 42	003449626	10/27/2003		
France	IPAY	35, 42				
German	IPAY	35, 38, 42	30529674	5/27/2005		
Japan	IPAY & Design	36	2002042486	5/23/2002	4656003	3/20/2003
Japan	iPAY Stylized	35, 42	2002064658	7/31/2002	4700652	8/15/2003
Japan	PAY BY TOUCH and Design	09, 36, 42	2004032340	4/6/2004	4867605	5/27/2005
Mexico	PAY BY TOUCH	36	643034	2/20/2004	846751	2/20/2004
Mexico	PAY BY TOUCH	42	643035	2/20/2004	846752	2/20/2004
Mexico	PAY BY TOUCH and Design	09	651542	4/13/2004		
Mexico	PAY BY TOUCH and Design	36	651543	4/13/2004	838635	4/13/2004
Mexico	PAY BY TOUCH and Design	42	651544	4/13/2004	863435	4/13/2004

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date
South Korea	PAY BY TOUCH	35, 36, 42	28739/2003	12/30/2003	115069	4/13/2005
Spain	IPAY	35, 42	2654702(3)	7/7/2005		
United Kingdom	PAY BY TOUCH	09, 36	2395088	6/24/2005		
United Kingdom	PAY BY TOUCH and Design	09, 36	2364024	5/22/2004		
USA	INDIVOS	09, 36, 42	76/280,782	7/3/2001		
USA	INDIVOS and Design	09, 36, 42	76/377,629	2/28/2002		
USA	IPAY	35, 42	76267255	6/5/2001	2698529	3/18/2003
USA	IPAY INTERNET BILLING COMPANY & Design	35, 42	76267253	6/5/2001	2698527	3/18/2003
USA	IPAY.COM	36, 42	76267254	6/5/2001	2698528	3/18/2003
USA	MISC DESIGN Hand Logo	36, 45	76555359	10/14/2003		
USA	MISC. DESIGN - V	09, 36	76377631	2/28/2002		
USA	NEXGEN	36	78203879	1/16/2003	2906213	11/30/2004
USA	NEXGEN & Design	36	78203857	1/16/2003	2906212	11/30/2004
USA	PAY BY TOUCH and Design	09	78396338	4/5/2004		
USA	PAY BY TOUCH and Design	36, 45	76555361	10/14/2003		
USA	PAY BY TOUCH SOLUTIONS					

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date
USA	PAY-BY-TOUCH	36, 42	76277320	6/26/2001		
USA	PAYTOUCH	09, 36, 45	78399042	4/8/2004		
USA	PLAY BY TOUCH	09, 41, 42	78634125	5/20/2005		
USA	TOUCHPAY	09, 36, 45	78399044	4/8/2004		
USA	ATM Direct	IC 009. US 021 023 026 036 038.	75064110	2/9/1996	2178952	8/4/1998
USA	ATM Direct	09, 42, US 100, 101	76222741	3/9/1996		

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WWW.CLEARYGOTTlieb.COM

FRANKFURT
COLOGNE
ROME
MILAN
HONG KONG
TOKYO

September 29, 2005

VIA COURIER

U.S. Patent and Trademark Office
Trademark Assistance Center
Madison East
Concourse Level, Room C55
600 Dulany St.
Alexandria, VA 22314

Dear Commissioner:

Enclosed are the following items:

1. Trademark Recordation Form Cover Sheet with Attachment
2. Trademark Security Agreement
3. A check for relevant fees

Kindly date stamp the receipt copy of this cover letter as proof of receipt and return the date stamped receipt copy to us. Should you have any questions, please contact Mauro Premutico at (212) 225-2740. Thank you in advance for you assistance in this matter.

Sincerely,

Zygmunt Wyka

Zygmunt Wyka
Paralegal

Enclosures

RECEIVED
SEP 30 2005
U.S. PATENT & TRADEMARK OFFICE

10-03-2005

10-03-2005

TRADEMARK
REEL: 003234 FRAME: 0650

RECORDED: 09/24/2005