

10-14-2005



RECORDED
TRADEMARKS ONLY
103099732

9/24/05

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: Clary 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

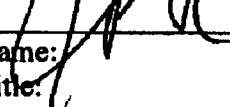
the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, at the Obligors' expense, the Collateral Agent shall reasonably cooperate with any efforts made by an Obligor to make of record or otherwise confirm such satisfaction including, but not limited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

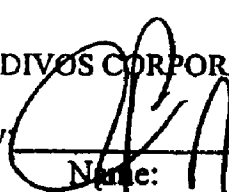
SOLIDUS NETWORKS, INC.,
as Company and an Obligor

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 | | | F C |
| Brazil | PAY BY TOUCH | 42 | 826134505 | 12/15/2003 | | | S T S T |
| Canada | PAY BY TOUCH | 36, 42 | 1199621 | 12/15/2003 | | | S T S T |
| Canada | PAY BY TOUCH and Design | 09, 36, 42 | 1212640 | 4/8/2004 | | | S T S T |
| China | PAY BY TOUCH | 36 | 3774760 | 11/25/2003 | | | S T S T |
| China | PAY BY TOUCH | 42 | 3774759 | 11/25/2003 | | | S T S T |
| China | PAY BY TOUCH and Design | 09 | 4007268 | 4/9/2004 | | | S T S T |
| China | PAY BY TOUCH and Design | 36 | 4007267 | 4/9/2004 | | | S T S T |
| China | PAY BY TOUCH and Design | 42 | 4007266 | 4/9/2004 | | | S T S T |
| EC | INDIVOS | 09, 36, 42 | 002517829 | 12/27/2001 | 002517829 | 12/27/2001 | L |
| EC | IPAY | 35, 42 | 002343937 | 8/17/2001 | | | L L |
| EC | IPAY & Design | | 000183520 | 5/27/2004 | 000183520 | 5/27/2004 | L L |
| EC | iPAY & Design (color) | 35, 36, 42 | 002805521 | 7/18/2002 | | | L L |

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 | | |