

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|------------------------|--------------------------------------|------------------------|--------------|-----------------------|-----------------------|---------------------|----------------|---------------------|--------------|----------------|----------|----------|----------------|----------|---------------|----------------|----------|----------|----------------|----------|------------|----------------|----------|------------|----------------|----------|---------|----------------|----------|-----------|----------------|----------|--|--|
| NATURE OF CONVEYANCE: | Grant of Trademark Security Interest (under the Amended and Restated Trademark Security Agreement) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Solidus Networks, Inc.</td> <td></td> <td>02/16/2006</td> <td>CORPORATION: DELAWARE</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | Solidus Networks, Inc. | | 02/16/2006 | CORPORATION: DELAWARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Solidus Networks, Inc. | | 02/16/2006 | CORPORATION: DELAWARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The Bank of New York, as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>600 E. Las Colinas Blvd., Suite 1300</td> </tr> <tr> <td>City:</td> <td>Irving</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75039</td> </tr> <tr> <td>Entity Type:</td> <td>Unknown:</td> </tr> </table> | Name: | The Bank of New York, as Collateral Agent | Street Address: | 600 E. Las Colinas Blvd., Suite 1300 | City: | Irving | State/Country: | TEXAS | Postal Code: | 75039 | Entity Type: | Unknown: | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name: | The Bank of New York, as Collateral Agent | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 600 E. Las Colinas Blvd., Suite 1300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Irving | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | TEXAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 75039 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entity Type: | Unknown: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr><td>Serial Number:</td><td>78396338</td><td>PAY BY TOUCH</td></tr> <tr><td>Serial Number:</td><td>76555361</td><td>PAY BY TOUCH</td></tr> <tr><td>Serial Number:</td><td>76277320</td><td>PAY-BY-TOUCH</td></tr> <tr><td>Serial Number:</td><td>78399042</td><td>PAYTOUCH</td></tr> <tr><td>Serial Number:</td><td>78634125</td><td>PLAY BY TOUCH</td></tr> <tr><td>Serial Number:</td><td>78399044</td><td>TOUCHPAY</td></tr> <tr><td>Serial Number:</td><td>75064110</td><td>ATM DIRECT</td></tr> <tr><td>Serial Number:</td><td>76222741</td><td>ATM DIRECT</td></tr> <tr><td>Serial Number:</td><td>78633727</td><td>IRETAIL</td></tr> <tr><td>Serial Number:</td><td>78633737</td><td>SMARTSHOP</td></tr> <tr><td>Serial Number:</td><td>76555359</td><td></td></tr> </table> | Property Type | Number | Word Mark | Serial Number: | 78396338 | PAY BY TOUCH | Serial Number: | 76555361 | PAY BY TOUCH | Serial Number: | 76277320 | PAY-BY-TOUCH | Serial Number: | 78399042 | PAYTOUCH | Serial Number: | 78634125 | PLAY BY TOUCH | Serial Number: | 78399044 | TOUCHPAY | Serial Number: | 75064110 | ATM DIRECT | Serial Number: | 76222741 | ATM DIRECT | Serial Number: | 78633727 | IRETAIL | Serial Number: | 78633737 | SMARTSHOP | Serial Number: | 76555359 | | <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">CH \$290.00 78396338</div> |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 78396338 | PAY BY TOUCH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 76555361 | PAY BY TOUCH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 76277320 | PAY-BY-TOUCH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 78399042 | PAYTOUCH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 78634125 | PLAY BY TOUCH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 78399044 | TOUCHPAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 75064110 | ATM DIRECT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 76222741 | ATM DIRECT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 78633727 | IRETAIL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 78633737 | SMARTSHOP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 76555359 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fax Number: | (213)430-6407 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

900042387

TRADEMARK
REEL: 003249 FRAME: 0218

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|--------------------|------------------|
| NAME OF SUBMITTER: | Gina M. Durham |
| Signature: | /Gina M. Durham/ |
| Date: | 02/16/2006 |

Total Attachments: 12

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of the 16th day of February, 2006 (the "Agreement").

By and among:

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

WHEREAS, Solidus Networks, Inc., a Delaware corporation (the "Company"), Indivos Corporation, a Delaware corporation, Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) (each an "Original Guarantor", and together with the Company, the "Original Obligors"), Check Elect Inc., a Wisconsin corporation, and PBT, Ltd., a Cayman Islands exempted limited company (the "Original Agent") entered into a Security Agreement dated as of September 19, 2005 (the "Original Security Agreement"), pursuant to which, among other things, the Original Obligors agreed to grant to the Original Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

WHEREAS, pursuant to the Original Security Agreement, the Company, the Original Guarantors and the Original Agent entered into a Trademark Security Agreement dated September 19, 2005 ("Original Trademark Agreement").

WHEREAS, pursuant to the provisions of a certain Amended and Restated Security Agreement dated as of December 6, 2005 (the "Amended Security Agreement") among the Company, the Original Guarantors, Check Elect Inc., Loyalty Acquisition Sub, LLC, a Delaware limited liability company, Seven Acquisition Sub, LLC, a Delaware limited liability company and Pay By Touch Processing, Inc., a Delaware corporation, and The Bank of New York (the "Collateral Agent"), The Bank of New York succeeded to the role as Collateral Agent and each of Check Elect Inc., Loyalty Acquisition Sub, LLC, Seven Acquisition Sub, LLC and Pay By Touch Processing, Inc. became Grantors (as defined in the Amended Security Agreement).

WHEREAS, pursuant to the provisions of a certain Grantor Accession Agreement dated as of January 17, 2006 (the "Grantor Accession Agreement") among the Agent and Pay By Touch Check Cashing, Inc., a Delaware corporation (each of Check Elect Inc., Loyalty Acquisition Sub, LLC, Seven Acquisition Sub, LLC, Pay By Touch Processing, Inc. and Pay By Touch Check Cashing, Inc., a "New Guarantor" and, together with the Original Guarantors, the "Guarantors" and, together with the Company, the "Obligors"), Pay By Touch Check Cashing, Inc. became a Grantor (as defined in the Amended Security Agreement).

WHEREAS the parties desire to amend and restate the Original Trademark Agreement as provided herein.

Trademark Security Agreement

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 Amended Security Agreement. As used herein, the following term shall have the following meaning:

“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 Amended 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.

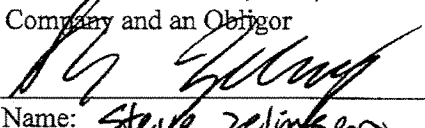
4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Amended Security Agreement. The Amended Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full 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 Amended 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

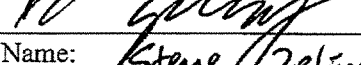
enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

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

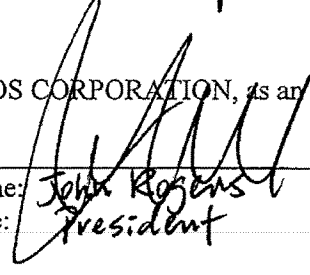
SOLIDUS NETWORKS, INC.,
as Company and an Obligor

By: 
Name: Steve Zelingher
Title: Secretary & General Counsel

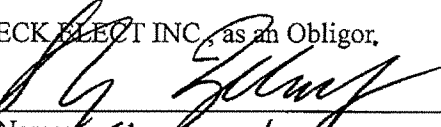
PAY BY TOUCH PAYMENT SOLUTIONS,
LLC, as an Obligor

By: 
Name: Steve Zelingher
Title: Secretary & General Counsel

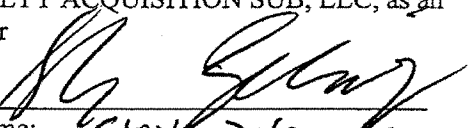
INDIVOS CORPORATION, as an Obligor

By: 
Name: John Rogers
Title: President

CHECK ELECT INC, as an Obligor,

By: 
Name: Steve Zelingher
Title: Secretary & General Counsel

LOYALTY ACQUISITION SUB, LLC, as an
Obligor

By: 
Name: Steve Zelingher
Title: Secretary & General Counsel

SEVEN ACQUISITION SUB, LLC, as an
Obligor

By: 

Name:

Steve Zetinger

Title:

Secretary & General Counsel

PAY BY TOUCH PROCESSING, INC., as an
Obligor

By: 

Name:

Steve Zetinger

Title:

Secretary & General Counsel

PAY BY TOUCH CHECK CASHING, INC., as
an Obligor

By: 

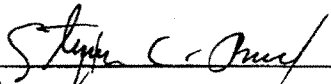
Name:

Steve Zetinger

Title:

Secretary & General Counsel

THE BANK OF NEW YORK, as Collateral
Agent

By: 
Name: **Stephen C. Jerard**
Title: **Vice President**

SCHEDULE A

TRADEMARKS

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Record Owner | Actual Owner if Different from Record Owner |
|---------|-------------------------|------------|-----------|------------|-----------|------------|--|---|
| Brazil | PAY BY TOUCH | 36 | 826134513 | 12/15/2003 | | | Solidus Networks, Inc. | |
| Brazil | PAY BY TOUCH | 42 | 826134505 | 12/15/2003 | | | Solidus Networks, Inc. | |
| Canada | PAY BY TOUCH | 36, 42 | 1199621 | 12/15/2003 | | | Solidus Networks, Inc. | |
| Canada | PAY BY TOUCH and Design | 09, 36, 42 | 1212640 | 4/8/2004 | | | Solidus Networks, Inc. | |
| China | PAY BY TOUCH | 36 | 3774760 | 11/25/2003 | | | Solidus Networks, Inc. | |
| China | PAY BY TOUCH | 42 | 3774759 | 11/25/2003 | | | Solidus Networks, Inc. | |
| China | PAY BY TOUCH and Design | 09 | 4007268 | 4/9/2004 | | | Solidus Networks, Inc. | |
| China | PAY BY TOUCH and Design | 36 | 4007267 | 4/9/2004 | | | Solidus Networks, Inc. | |
| China | PAY BY TOUCH and Design | 42 | 4007266 | 4/9/2004 | | | Solidus Networks, Inc. | |
| EC | INDIVOS | 09, 36, 42 | 002517829 | 12/27/2001 | 002517829 | 12/27/2001 | Indivos Corporation | |
| EC | IPAY | 35, 42 | 002343937 | 8/17/2001 | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| EC | IPAY & Design | | 000183520 | 5/27/2004 | 000183520 | 5/27/2004 | Pay By Touch Payment | |

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Record Owner | Actual Owner if Different from Record Owner |
|---------|--|------------|-----------|------------|-----------|-----------|--|---|
| | | | | | | | Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| EC | iPAY & Design (color) | 35, 36, 42 | 002805521 | 7/18/2002 | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| EC | IPAY INTERNET BILLING COMPANY & Design | 35, 42 | 002352698 | 8/20/2001 | 002352698 | 8/20/2001 | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| EC | PAY BY TOUCH | 9, 36, 42 | 003400892 | 10/13/2003 | | | Solidus Networks, Inc. | |
| EC | PAY BY TOUCH | 9, 36, 42 | | | | | Solidus Networks, Inc. | |
| EC | PAY BY TOUCH and Design | | 000182423 | 5/24/2004 | 000182423 | 5/24/2004 | Solidus Networks, Inc. | |
| EC | PAY BY TOUCH and Design | 09, 36, 42 | 003449626 | 10/27/2003 | | | Solidus Networks, Inc. | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| France | IPAY | 35, 42 | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| German | IPAY | 35, 38, 42 | 30529674 | 5/27/2005 | | | Pay By Touch Payment Solutions, LLC | |

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Record Owner | Actual Owner if Different from Record Owner |
|-------------|-------------------------|------------|------------|------------|----------|-----------|--|---|
| | | | | | | | (formerly known as IPS Solutions, LLC) | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| Japan | IPAY & Design | 36 | 2002042486 | 5/23/2002 | 4656003 | 3/20/2003 | | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| 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 | Solidus Networks, Inc. | |
| Mexico | PAY BY TOUCH | 36 | 643034 | 2/20/2004 | 846751 | 2/20/2004 | Solidus Networks, Inc. | |
| Mexico | PAY BY TOUCH | 42 | 643035 | 2/20/2004 | 846752 | 2/20/2004 | Solidus Networks, Inc. | |
| Mexico | PAY BY TOUCH and Design | 09 | 651542 | 4/13/2004 | | | Solidus Networks, Inc. | |
| Mexico | PAY BY TOUCH and Design | 36 | 651543 | 4/13/2004 | 838635 | 4/13/2004 | Solidus Networks, Inc. | |
| Mexico | PAY BY TOUCH and Design | 42 | 651544 | 4/13/2004 | 863435 | 4/13/2004 | Solidus Networks, Inc. | |
| South Korea | PAY BY TOUCH | 35, 36, 42 | 28739/2003 | 12/30/2003 | 115069 | 4/13/2005 | Solidus Networks, Inc. | |
| Spain | IPAY | 35, 42 | 2654702(3) | 7/7/2005 | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS) | |

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Record Owner | Actual Owner if Different from Record Owner |
|----------------|--|------------|------------|------------|----------|------------|--|---|
| | | | | | | | Solutions, LLC) | |
| United Kingdom | PAY BY TOUCH | 09, 36 | 2395088 | 6/24/2005 | | | Solidus Networks, Inc. | |
| United Kingdom | PAY BY TOUCH and Design | 09, 36 | 2364024 | 5/22/2004 | | | Solidus Networks, Inc. | |
| USA | INDIVOS | 09, 36, 42 | 76/280,782 | 7/3/2001 | | | Indivos Corporation | |
| USA | INDIVOS and Design | 09, 36, 42 | 76/377,629 | 2/28/2002 | | | Indivos Corporation | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| USA | IPAY | 35, 42 | 76267255 | 6/5/2001 | 2698529 | 3/18/2003 | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| USA | IPAY INTERNET BILLING COMPANY & Design | 35, 42 | 76267253 | 6/5/2001 | 2698527 | 3/18/2003 | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| USA | IPAY.COM | 36, 42 | 76267254 | 6/5/2001 | 2698528 | 3/18/2003 | Solidus Networks, Inc. | |
| USA | MISC DESIGN Hand Logo | 36, 45 | 76555359 | 10/14/2003 | | | Indivos Corporation | |
| USA | MISC. DESIGN - V | 09, 36 | 76377631 | 2/28/2002 | | | Pay By Touch Payment | |
| USA | NEXGEN | 36 | 78203879 | 1/16/2003 | 2906213 | 11/30/2004 | | |

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Record Owner | Actual Owner if Different from Record Owner |
|---------|-------------------------|---|-----------|------------|----------|------------|--|---|
| | | | | | | | Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| | | | | | | | Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC) | |
| USA | NEXGEN & Design | 36 | 78203857 | 1/16/2003 | 2906212 | 11/30/2004 | Solidus Networks, Inc. | |
| USA | PAY BY TOUCH and Design | 09 | 78396338 | 4/5/2004 | | | Solidus Networks, Inc. | |
| USA | PAY BY TOUCH and Design | 36, 45 | 76555361 | 10/14/2003 | | | Solidus Networks, Inc. | |
| USA | PAY BY TOUCH SOLUTIONS | | | | | | Solidus Networks, Inc. | |
| USA | PAY-BY-TOUCH | 36, 42 | 76277320 | 6/26/2001 | | | Solidus Networks, Inc. | |
| USA | PAYTOUCH | 09, 36, 45 | 78399042 | 4/8/2004 | | | Solidus Networks, Inc. | |
| USA | PLAY BY TOUCH | 09, 41, 42 | 78634125 | 5/20/2005 | | | Solidus Networks, Inc. | |
| USA | TOUCHPAY | 09, 36, 45 | 78399044 | 4/8/2004 | | | Solidus Networks, Inc. | |
| | | IC 009, US 021, 023 026, 036 038, 09, 42, US 100, 101 | | | | | On System, Inc. | Solidus Networks, Inc. |
| USA | ATM Direct | | 75064110 | 2/9/1996 | 2178952 | 8/4/1998 | ATM Online, Inc. | Solidus Networks, Inc. |
| USA | ATM Direct | | 76222741 | 3/9/1996 | | | Hawkins Strategic, LLC | Solidus Networks, Inc. |
| US | IRETAIL | 35 | 78/633727 | 5/20/2005 | | | Hawkins Strategic, LLC | Solidus Networks, Inc. |
| US | SMARTSHOP | 35 | 78/633737 | 5/20/2005 | | | Hawkins Strategic, LLC | Solidus Networks, Inc. |

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Record Owner | Actual Owner if Different from Record Owner |
|---------|-----------------------------------|-----------------------|------------|-----------|-----------|------------|------------------------|---|
| US | CAPTURE RESOURCE | 09 | 76/642,754 | 7/13/2005 | | | Capture Resource, Inc. | Loyalty Acquisition Sub, LLC |
| US | CAPTURE RESOURCE and Design | 09 | 76/642,750 | 7/13/2005 | | | Capture Resource, Inc. | Loyalty Acquisition Sub, LLC |
| US | ExpertR | 9,38 | | | 1,464,383 | 11/10/1987 | CardSystems Solutions | Pay By Touch Processing Systems, Inc. |
| US | CardSMART | 42, 100, 101 | | | 1,798,291 | 10/12/1993 | CardSystems Solutions | Pay By Touch Processing Systems, Inc. |
| US | PurchasePOINT | 9, 21, 23, 26, 36, 38 | | | 2,548,014 | 03/12/2002 | CardSystems Solutions | Pay By Touch Processing Systems, Inc. |
| US | StrongBox | 9, 21, 23, 26, 36, 38 | | | 2,540,714 | 02/19/2002 | Maverick | Pay By Touch Processing Systems, Inc. |
| US | "the power of the right solution" | 42, 100, 101 | 78579421 | 3/3/2005 | | | CardSystems Solutions | Pay By Touch Processing Systems, Inc. |
| US | "the power of the right solution" | 36, 100, 101, 102 | 78579409 | 3/3/2005 | | | CardSystems Solutions | Pay By Touch Processing Systems, Inc. |