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

Name	Formerly	Execution Date	Entity Type
Solidus Networks, Inc.		02/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

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

TRADEMARK REEL: 003249 FRAME: 0218

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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 Gina M. Durham NAME OF SUBMITTER: Signature: /Gina M. Durham/ Date: 02/16/2006 Total Attachments: 12 source=(T-Grant)(Solidus)#page1.tif source=(T-Grant)(Solidus)#page2.tif source=(T-Grant)(Solidus)#page3.tif source=(T-Grant)(Solidus)#page4.tif source=(T-Grant)(Solidus)#page5.tif source=(T-Grant)(Solidus)#page6.tif source=(T-Grant)(Solidus)#page7.tif source=(T-Grant)(Solidus)#page8.tif source=(T-Grant)(Solidus)#page9.tif source=(T-Grant)(Solidus)#page10.tif

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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)
-andCollateral 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

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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.

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Trademark Security Agreement

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SEVEN ACQUISITION SUB, LLC, as an Obligor

By: Severally & General Counsel

PAY BY TOUCH PROCESSING, INC., as an Obligor

By: Steve Delineur General Counsel

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

By: Severally & General Counsel

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

By: Severall Selinger

Title:

THE BANK OF NEW YORK, as Collateral

Agent

Name: Title:

Stephen C. Jerard Vice President

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Trademark Security Agreement

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Trademark Security Agreement

SCHEDULE A

TRADEMARKS

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