

## 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			
Name	Formerly	Execution Date	Entity Type
Pay By Touch Processing, 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: 3			
Property Type	Number	Word Mark	
Registration Number:	1464383	EXPERTR	
Serial Number:	78579421	CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION	
Serial Number:	78579409	CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/		

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TRADEMARK  
REEL: 003294 FRAME: 0267

Date:

04/21/2006

**Total Attachments: 12**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** dated as of the 16<sup>th</sup> 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.

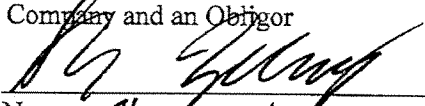
4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Amended Security Agreement. The Amended Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full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

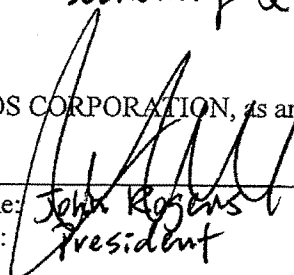
SOLIDUS NETWORKS, INC.,  
as Company and an Obligor

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

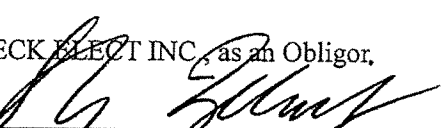
PAY BY TOUCH PAYMENT SOLUTIONS,  
LLC, as an Obligor

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

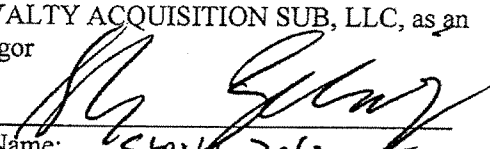
INDIVOS CORPORATION, as an Obligor

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 Zelinger

Title:

Secretary & General Counsel

PAY BY TOUCH PROCESSING, INC., as an  
Obligor

By: 

Name:

Steve Zelinger

Title:

Secretary & General Counsel

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

By: 

Name:

Steve Zelinger

Title:

Secretary & General Counsel

THE BANK OF NEW YORK, as Collateral  
Agent

By: Stephen C. Jerard  
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.	
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	Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC)	
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	
USA	IPAY	35, 42	76267255	6/5/2001	2698529	3/18/2003	Pay By Touch Payment Solutions, LLC	
USA	IPAY INTERNET BILLING COMPANY & Design	35, 42	76267253	6/5/2001	2698527	3/18/2003	Pay By Touch Payment Solutions, LLC	
USA	IPAY.COM	36, 42	76267254	6/5/2001	2698528	3/18/2003	Pay By Touch Payment Solutions, LLC	
USA	MISC DESIGN Hand Logo	36, 45	76555359	10/14/2003			Solidus Networks, Inc.	
USA	MISC. DESIGN - V	09, 36	76377631	2/28/2002			Indivos Corporation	
USA	NEXGEN	36	78203879	1/16/2003	2906213	11/30/2004	Pay By Touch Payment Solutions, LLC	
USA	NEXGEN & Design	36	78203857	1/16/2003	2906212	11/30/2004	Pay By Touch Payment Solutions, LLC	
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.	

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner	Actual Owner if Different from Record Owner
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 IC 009.	78399044	4/8/2004			Solidus Networks, Inc.	
USA	ATM Direct	US 021 023 026 036 038.	75064110	2/9/1996	2178952	8/4/1998	On System, Inc.	Solidus Networks, Inc.
USA	ATM Direct	09, 42, US 100, 101	76222741	3/9/1996			ATM Online, Inc.	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.
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	Pay By Touch Processing, Inc.	
US	CardSMART	42, 100, 101			1,798,291	10/12/1993	<b>Trademark not in use.</b>	
US	PurchasePOINT	9, 21, 23, 26, 36, 38			2,548,014	03/12/2002	Maverick International Processing Services, Inc.	
US	StrongBox	9, 21, 23, 26, 36, 38			2,540,714	02/19/2002	Maverick International Processing Services, Inc.	

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner	Actual Owner if Different from Record Owner
US	"the power of the right solution"	42, 100, 101	78579421	3/3/2005			Pay By Touch Processing, Inc.	
US	"the power of the right solution"	36, 100, 101, 102	78579409	3/3/2005			Pay By Touch Processing, Inc.	