

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRM Corporation		06/06/2006	CORPORATION: OREGON

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Administrative Agent
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1328901	TRM
Registration Number:	1376202	TRM COPIES 5 CENTS
Registration Number:	2813241	TRM CORPORATION
Registration Number:	2713938	TRM ATM
Registration Number:	2713939	TRM COPIES
Serial Number:	76008335	UPTIME GUARDIAN

## CORRESPONDENCE DATA

Fax Number: (312)577-4565

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

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

332972-00008

TRADEMARK

900050713

REEL: 003323 FRAME: 0808

CH \$165.00 1328901

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/08/2006
<b>Total Attachments: 6</b> source=TRM 1st lien TSA#page1.tif source=TRM 1st lien TSA#page2.tif source=TRM 1st lien TSA#page3.tif source=TRM 1st lien TSA#page4.tif source=TRM 1st lien TSA#page5.tif source=TRM 1st lien TSA#page6.tif	

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2006 (this "**Agreement**"), is by and between TRM CORPORATION, an Oregon corporation ("**Debtor**"), and WELLS FARGO FOOTHILL, INC., a California corporation, as "**Administrative Agent**" on behalf of the "**Lenders**" (as such terms are defined in the Credit Agreement referred to below).

### W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"; capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Credit Agreement), among Debtor, certain affiliates of Debtor, Administrative Agent and the Lenders, the Lenders will make certain Loans and other financial accommodations to Debtor and the other Borrowers;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement and make the Loans and other financial accommodations available thereunder, Debtor has agreed to pledge and grant a security interest in substantially all of its assets, including, without limitation, the Trademark Collateral (as hereinafter defined) as security for the Obligations pursuant to the terms of that certain Security Agreement dated as of the date hereof between Debtor, certain of its affiliates and Administrative Agent (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**");

WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral to secure all Obligations; and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Administrative Agent and the Lenders to make the Loans and other financial accommodations pursuant to the Credit Agreement, Debtor agrees, for the benefit of Administrative Agent and Lenders, as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Obligations, Debtor does hereby mortgage, pledge and grant to Administrative Agent for the benefit of Administrative Agent and the Lenders a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to on Schedule 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to on Schedule 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon payment in full in cash of all Obligations and the termination of the Credit Agreement, Administrative Agent shall, at Debtor's request and at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

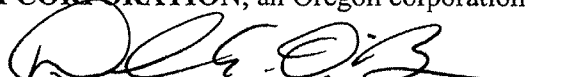
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**TRM CORPORATION**, an Oregon corporation

By:

Name:

Its:

  
Daniel E. O'Brien  
Cfo

Acknowledged and Agreed:

**WELLS FARGO FOOTHILL, INC.,**  
as Administrative Agent

By:

Name:

Its:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**TRM CORPORATION**, an Oregon corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed:

**WELLS FARGO FOOTHILL, INC.**,  
as Administrative Agent

By:   
Name: ERIK R. SAWYER  
Its: SVP

**Schedule 1 to Trademark Security Agreement**

**Registered Trademarks**

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	TRM	1,328,901	4/2/85
U.S.	TRM Copies 5c & Design	1,376,202	12/17/85
U.S.	TRM Corporation	2,813,241	2/10/04
U.S.	TRM ATM & Design	2,713,938	5/6/03
U.S.	TRM Copies & Design	2,713,939	5/6/03
Canada	TRM Copies 5c & Design	TMA407817	2/5/93
United Kingdom	TRM Cash Machine ££ & Design	2,279,203	2/15/02

**Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
U.S.	Uptime Guardian	76/008,335	3/22/00