

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
Princeton eCom Corporation		07/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Obsidian, LLC
Street Address:	2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2194551	1-800-PAYBILL
Registration Number:	2429266	BTU BALANCE TRANSFER UTILITY
Registration Number:	2982327	COLLECTPAY
Registration Number:	2143943	DIGITAL SCANLINE
Registration Number:	2603265	E-COLLECT
Registration Number:	2493631	PRINCETON ECOM
Serial Number:	76577764	REAL-TIME DIGITAL SCANLINE
Registration Number:	2999934	THE SMARTEST WAY TO MOVE MONEY
Serial Number:	78572065	NEXT GENERATION TRANSACTION SERVICES
Registration Number:	2956844	PAYANYONE

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900054808

**TRADEMARK
 REEL: 003361 FRAME: 0709**

CH \$265.00 2194551

Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4640
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	37773-02700
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	08/03/2006

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is dated as of July 3, 2006 and entered into by and among **ONLINE RESOURCES CORPORATION.**, a Delaware corporation (the "Company"), each of the Subsidiaries of the Company identified under the caption "Subsidiary Guarantors" on the signature pages hereto or which from time to time may become party hereto as contemplated herein (individually a "Subsidiary Guarantor" and, collectively the "Subsidiary Guarantors" and, together with the Company, the "Obligors"); and **OBSIDIAN, LLC**, a Delaware limited liability company, as agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined below).

In accordance with the Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Obligors and the Collateral Agent, the Obligors have agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Copyright Collateral, the Patent Collateral and the Trademark Collateral (each as defined herein).

To induce said Collateral Agent to enter into and be bound by the terms of the Security Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto 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:

"Copyright Collateral" means all Copyrights, whether now owned or hereafter acquired by any Obligor, including each Copyright identified on Schedule 1 hereto.

"Copyrights" means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Patent Collateral" means all Patents, whether now owned or hereafter acquired by any Obligor, including each Patent identified on Schedule 2 hereto.

"Patents" means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Trademark Collateral" means all Trademarks, whether now owned or hereafter acquired by any Obligor, including each Trademark identified on Schedule 3 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

2. As collateral security for the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of amounts that would become due but for the operation of the automatic stay under Section 362(c) of the Bankruptcy Code), of the Secured Obligations, whether now existing or hereafter from time to time arising, each Obligor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Obligor's right, title and interest in, to and under the Copyright Collateral, the Patent Collateral and the Trademark Collateral.

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, (a) an instrument in writing releasing the security interest in the Copyright Collateral, the Patent Collateral and the Trademark Collateral acquired under this Agreement and (b) such other documents as shall be reasonably requested by the Obligors or an Obligor, as the case may be, to effect the termination and release of the security interest in the Copyright Collateral, the Patent Collateral and the Trademark Collateral. Additionally, upon such satisfaction, 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 SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

6. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO

ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 6 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

7. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Transaction Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

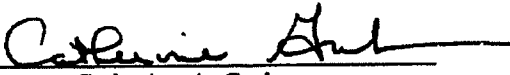
(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Obligor at its address as specified in Section 6.1 of the Security Agreement or at such other address of which the Collateral Agent and the Lenders have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

8. 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. Upon delivery, facsimiles of original signatures shall be effective as originals for all purposes.

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

ONLINE RESOURCES CORPORATION, as the
Company

By: 

Name: Catherine A. Graham

Title: Executive Vice President and Chief
Financial Officer

ORC MERGER CORP., a Delaware corporation

By: Catherine A. Graham
Name: Catherine A. Graham
Title: Chief Financial Officer and Secretary

Address for Notices:

4795 Meadow Wood Lane, Suite 300
Chantilly, Virginia 20151

ONLINE RESOURCES ACQUISITION CO., a
Delaware corporation

By: Catherine A. Graham
Name: Catherine A. Graham
Title: Chief Financial Officer and Secretary

Address for Notices:

4795 Meadow Wood Lane, Suite 300
Chantilly, Virginia 20151

PRINCETON eCOM CORPORATION, a Delaware corporation

By: Catherine A. Graham
Name: Catherine A. Graham
Title: Chief Financial Officer and Secretary

Address for Notices:

4795 Meadow Wood Lane, Suite 300
Chantilly, Virginia 20151


IDS LLC, a California limited liability company

By: Catherine A. Graham
Name: Catherine A. Graham
Title: Chief Financial Officer and Secretary of its sole member,
Online Resources Corporation

Address for Notices:

4795 Meadow Wood Lane, Suite 300
Chantilly, Virginia 20151

INCURRENT ACQUISITION, LLC, a New Jersey limited
liability company

By: 


Name: Catherine A. Graham

Title: Chief Financial Officer and Secretary of its sole member,
Online Resources Corporation

Address for Notices:

4795 Meadow Wood Lane, Suite 300
Chantilly, Virginia 20151

OBSIDIAN LLC, as Collateral Agent

By: 
Name: MARK R. HOLDSWORTH
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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SCHEDULE 1
COPYRIGHT COLLATERAL

NONE

SCHEDULE 2
PATENT COLLATERAL

U.S. Patents / Applications

Serial Number	Date of Registration / Filing	Title	Status
5,220,501	June 15, 1993	Method and system for remote delivery of retail banking services	In March 1995, in settlement of litigation, the Company cross-licensed this patent to Citibank for their internal use.
5,870,724	February 9, 1999	Targeting advertising in a home retail banking delivery service	
6,202,054	March 13, 2001	Method and system for remote delivery of retail banking services	
60/557,701	March 31, 2004	System and Method for Real-Time Account Validation for an On-Line Payment System	Expired (Provisional Patent)
10/923,936	August 23, 2004	System and Method for Real-Time Account Validation for an On-Line Payment System	Published on October 6, 2005 as U.S. Patent Publication No. US-2005-0222952-A1; Filed a Status Inquiry on November 15, 2005; Awaiting examination by USPTO

SCHEDULE 3
TRADEMARK COLLATERAL

U.S. Trademarks / Applications

Registration / Application Number	Date of Registration / Filing	Trademark	Status
2,694,787	March 11, 2003	ONLINE RESOURCES	Registered.
2,886,165	September 21, 2004	QUOTIEN	Registered.
2,923,599	February 1, 2005	CERTNFUNDS	Registered.
3,031,055	December 20, 2005	MONEY HQ	Registered.
2,194,551	October 13, 1998	1-800-PAYBILL	Registered. Section 8&15 filed 5/24/2004 and accepted 8/23/2004. Renewal is due 10/13/2008.
2,429,266	February 20, 2001	BTU BALANCE TRANSFER UTILITY	Registered. Registration includes disclaimer of "BALANCE TRANSFER UTILITY." Section 8&15 due after 2/20/2006.
2,982,327	August 2, 2005	COLLECTPAY	Registered. Registered on the Supplemental Register. Section 8&15 due after 8/2/2010.
2,143,943	March 17, 1998	DIGITAL SCANLINE	Registered. Registration includes disclaimer of "DIGITAL." Section 8&15 filed 3/18/2004 and accepted 5/13/2004. Renewal is due 3/17/2008.
2,603,265	August 6, 2002	E-COLLECT	Registered. Section 8&15 due after 8/6/2007.
2,982,327	May 31, 2005	PAYANYONE	Registered. Section 8&15 due after 5/31/2010.
2,493,631	September 25, 2001	PRINCETON ECOM	Registered. Registered on the Supplemental. Registration includes disclaimer of "ECOM." Section 8&15 due after 9/25/2006.
76/577,764	October 25, 2005	REAL-TIME DIGITAL SCANLINE	Registered. Section 8&15 due after 10/25/2010.
2,999,934	September 27, 2005	THE SMARTEST WAY TO MOVE MONEY	Registered. Section 8&15 due after 9/27/2010.

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2,923,599	February 1, 2005	CERTINFUNDS	Registered.
3,031,055	December 20, 2005	MONEY HQ	Registered.
78/572,065	February 22, 2005	NEXT GENERATION TRANSACTION SERVICES	Application published for opposition on November 15, 2005. Notice of Allowance issued February 7, 2006. A Statement of Use or first request for extension of time to file a Statement of Use is due by August 7, 2006. The application includes a disclaimer of TRANSACTION SERVICES.

TRADEMARK

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RECORDED: 08/03/2006