

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
PAYMENT RESOURCES INTERNATIONAL, LLC		08/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS FIRST LIEN COLLATERAL AGENT		
Street Address:	222 NORTH LASALLE, 16TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2530370	PAYMENT RESOURCES INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenman		
Address Line 1:	525 West Monroe, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215434-115		
NAME OF SUBMITTER:	Rakhee Verma		
Signature:	/Rakhee Verma/		

CH \$40.00 2530370

Date:

08/18/2006

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is made as of this 15th day of August, 2006 by PAYMENT RESOURCES INTERNATIONAL, LLC, a Delaware limited liability company ("**Grantor**"), in favor of MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as First Lien Collateral Agent (herein, the "**Grantee**"), for the First Lien Secured Parties (as such term is defined in the Amended and Restated Credit Agreement described below).

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of April 1, 2004 and filed for record with the United States Patent and Trademark Office on April 8, 2004 at Reel 002944, Frame 0860 (the "**Original Trademark Security Agreement**");

WHEREAS, the Credit Agreement referred to in the Original Trademark Security Agreement, as it relates to the First Lien Obligations under and as defined in said Credit Agreement, is being amended and restated into that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, certain of Grantor's affiliates, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Agent, First Lien Collateral Agent, Sole Bookrunner and Sole Lead Arranger, and the financial institutions party thereto as "**Lenders**" (as such Amended and Restated Credit Agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**"), providing for the extensions of credit to be made to Grantor and certain of its affiliates by Lenders;

WHEREAS, the Security Agreement referred to in the Original Trademark Security Agreement (the "**Original Security Agreement**"), as it relates to the liens and security interests thereunder granted to Grantee, is being amended and restated into that certain Amended and Restated Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Security Agreement**"); and

WHEREAS, pursuant to the Amended and Restated Security Agreement, Grantor has granted to and in favor of Grantee (and, with respect to all collateral referred to therein and herein, has reaffirmed all prior grants of security interests and liens in, to and on such collateral to and in favor of Grantee under the Original Security Agreement), for the benefit of the First Lien Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Amended and Restated Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the First Lien Obligations owing by Grantor under the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to amend and restate the Original Trademark Security Agreement to read as follows:

1. Incorporation of Amended and Restated Credit Agreement and Amended and Restated Security Agreement. The Amended and Restated Credit Agreement and the Amended and Restated Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, including without limitation, Section 17 of the Amended and Restated Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Amended and Restated Security Agreement or, if not in the Amended and Restated Security Agreement, in the Amended and Restated Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the First Lien Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the First Lien Secured Parties, and, in respect of the following Trademark Collateral, hereby ratifies and reaffirms all prior grants to Grantee under the Original Trademark Security Agreement and the Original Security Agreement of, a continuing First Priority Lien on Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising; provided, in no event shall the grant of a Lien and security interest as provided herein extend to any "intent to use" applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. No Novation. The parties hereto hereby agree that the Liens granted to First Lien Collateral Agent pursuant to the Original Trademark Security Agreement remain in full force and effect hereunder uninterrupted and hereby are ratified, confirmed and reaffirmed. The execution and delivery of this Agreement, and the performance of the Grantor's obligations hereunder, shall not constitute a termination or novation of the Original Trademark Security Agreement or any of the Liens granted pursuant to the Original Trademark Security Agreement, it being understood that the Original Trademark Security Agreement continues unabated as amended and restated hereunder. All such Liens remain and continue to be granted, created, attached, perfected and enforceable (except as enforcement may be limited by bankruptcy, insolvency, or similar laws relating to the enforcement of creditors' rights generally and by general equitable principles), effective as of the first date of the original grant in respect thereof to First Lien Collateral Agent, and shall constitute First Priority Liens in favor of the First Lien

Collateral Agent, for the benefit of the First Lien Secured Parties, securing all First Lien Obligations.

4. Termination.

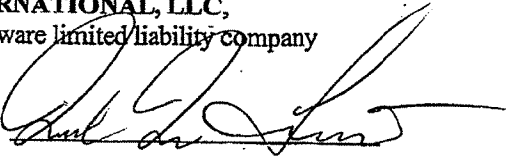
(a) Upon (i) the payment in full of all First Lien Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted), (ii) the termination of all commitments to lend under the Amended and Restated Credit Agreement and (iii) termination, cancellation or cash collateralization (in each case, in accordance with the terms of the Amended and Restated Credit Agreement) of all outstanding Letter of Credit Liabilities that constitute First Lien Obligations (or, with respect to Letters of Credit, if acceptable to First Lien Collateral Agent, receipt of a backstop letter of credit in form and substance acceptable to First Lien Collateral Agent), this Agreement and the Security Interests evidenced hereby shall terminate and all rights to the Trademark Collateral shall revert to the Grantor and Grantee shall, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(b) Upon the sale or other disposition of any Trademark Collateral to any Person other than a Credit Party, the Security Interests with respect to such Trademark Collateral shall automatically terminate so long as (i) such sale or other disposition is not prohibited by the Amended and Restated Credit Agreement or any other Financing Document and (ii) the Net Cash Proceeds of such Asset Disposition are applied to the extent required by Section 2.1(c) of the Amended and Restated Credit Agreement. The Grantee shall, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PAYMENT RESOURCES
INTERNATIONAL, LLC,**
a Delaware limited liability company

By: 
Name: _____
Title: _____

Agreed and Accepted
as of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PAYMENT RESOURCES
INTERNATIONAL, LLC,**
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Agreed and Accepted
as of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent

By: *Jeffrey L. Nelson*
Name: Jeffrey L. Nelson
Title: Director

SCHEDULE 1

Description of Trademarks and Trademark Applications

Payment Resources International, LLC

Registered Trademarks

Payment Resources International (Registration No. 2,530,370, Dated January 15, 2002)¹

¹ The Payment Resources International trademark is currently titled in Andrew M. Phillips's name. Payment Resources International, LLC has undertaken to ensure that Payment Resources International, LLC shall be the record owner of the PulseCard trademark.