

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 SECOND LIEN COLLATERAL AGENT		
Street Address:	222 NORTH LASALLE, 16TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
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: 7

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF AUGUST 15, 2006 BY AND AMONG THE FIRST LIEN AGENT, THE FIRST LIEN COLLATERAL AGENT, THE SECOND LIEN AGENT, THE SECOND LIEN COLLATERAL AGENT AND THE BORROWERS, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF AUGUST 15, 2006 AMONG THE BORROWERS, THE FIRST LIEN AGENT, THE FIRST LIEN COLLATERAL AGENT, HOLDINGS, AS FUNDS ADMINISTRATOR, AND THE FIRST LIEN LENDERS, AND CERTAIN GUARANTEES OF THE INDEBTEDNESS EVIDENCED THEREBY, AS SUCH AMENDED AND RESTATED CREDIT AGREEMENT AND SUCH GUARANTEES HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE INTERCREDITOR AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS AS PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

**AMENDED AND RESTATED SECOND LIEN
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED SECOND LIEN 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 Second Lien Collateral Agent (herein, the "**Grantee**"), for the Second Lien Secured Parties (as such term is defined in the Amended and Restated Second Lien Credit Agreement described below).

W I T N E S S E T H

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 12, 2004 at Reel 2946, Frame 0317 (the "**Original Trademark Security Agreement**");

WHEREAS, the Credit Agreement referred to in the Original Trademark Security Agreement, as it relates to the Second Lien Obligations under and as defined in said Credit Agreement, is being amended and restated into that certain Amended and Restated Second Lien 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, Second Lien Collateral Agent, Sole Bookrunner and Sole Lead Arranger, and the financial institutions party thereto as “**Lenders**” (as such Amended and Restated Second Lien Credit Agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Second Lien 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 Second Lien 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 Second Lien Security Agreement**”); and

WHEREAS, pursuant to the Amended and Restated Second Lien 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 Second 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 Second Lien 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 Second Lien Obligations owing by Grantor under the Amended and Restated Second Lien 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 Second Lien Credit Agreement and Amended and Restated Second Lien Security Agreement. The Amended and Restated Second Lien Credit Agreement and the Amended and Restated Second Lien 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 Second Lien Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Amended and Restated Second Lien Security Agreement or, if not in the Amended and Restated Second Lien Security Agreement, in the Amended and Restated Second Lien Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Second Lien Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Second 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 Second 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 Second 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 Second Lien Collateral Agent, and shall constitute Second Priority Liens in favor of the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, securing all Second Lien Obligations.

4. Termination.

(a) Upon (i) the payment in full of all Second Lien Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and (ii) the termination of all commitments to lend under the Amended and Restated Second Lien Credit Agreement, 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 Second Lien Credit Agreement or any other Financing Document and (ii) subject to all other terms of Section 2.1 of the Amended and Restated Second Lien Credit Agreement relating to mandatory prepayment of the Second Lien Loans, the Net Cash Proceeds of such Asset Disposition are applied to the extent required by Section 2.1(c) of the Amended

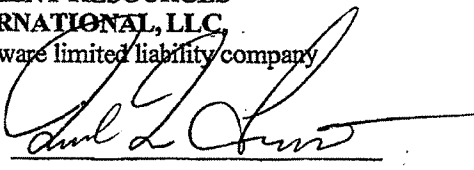
and Restated Second Lien Credit Agreement. The Grantee shall, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

5. Subordination. This Agreement is, and the all rights and remedies granted to Second Lien Collateral Agent and the Lenders hereunder are, subject in all respects to the terms and limitations of that certain Intercreditor Agreement dated as of the date hereof, by and among Agent, Second Lien Collateral Agent, First Lien Agent, First Lien Collateral Agent and Borrowers, as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. The Security Interests created by this Agreement and any other Financing Documents on the Trademark Collateral are junior and subordinate to the Lien on such Trademark Collateral in favor of the First Lien Collateral Agent, in accordance with the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any other Financing Document, neither the Second Lien Collateral Agent nor any Lender shall have any right to exercise any right or remedy hereunder except in accordance with the Intercreditor Agreement. From and after the date the First Lien Obligations is Paid in Full (as defined in the Intercreditor Agreement), where this Agreement refers to any provision of the First Lien Credit Agreement or any action or delivery required by such provision, such reference shall be deemed to be a reference to such provision as in effect immediately prior to such date, except that such action or delivery shall be made to or for the benefit of Second Lien Collateral Agent rather than the First Lien Collateral Agent.

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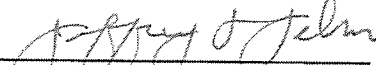
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**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 Second Lien Collateral Agent

By: 
Name: Jeffrey L. Selman
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.