

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ParishPay, LLC		08/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriot Capital Funding, Inc.		
Street Address:	274 Riverside Avenue, First Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2814601	PARISHPAY	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	50222.0009 PARISHPAY		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$40.00 2814601

Date:

08/31/2006

Total Attachments: 5

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PARISHPAY TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 31, 2006 (the "**Agreement**"), by PARISHPAY, LLC ("**Borrower**" or "**Grantor**"), to and in favor of PATRIOT CAPITAL FUNDING, INC. ("**Agent**"), in its capacity as agent for the Purchasers (Agent, in such capacity, "**Secured Party**") identified in the Senior Secured Loan Agreement (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among Grantor, SMART, LLC, Agent and the Purchasers from time to time party thereto dated of even date herewith.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent for the benefit of the Secured Parties in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature page follows]

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PARISHPAY, LLC

By: PP-I ACQUISITION, LLC, a Delaware limited liability company, its sole member

By: PP-I MANAGEMENT, LLC, a Delaware limited liability company, its sole manager

By: 
Name: Mark Ullman
Title: Member

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: _____
Name:
Title:

By: _____
Name:
Title:

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[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PARISHPAY, LLC

a Delaware limited liability company

By: PP-I ACQUISITION, LLC, a Delaware limited liability company, its sole member

By: PP-I MANAGEMENT, LLC, a Delaware limited liability company, its sole manager

By: _____

Name: Mark Ullman

Title: Member

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware Corporation, as Agent and Secured Party

By: _____

Name: Richard P. Buckanavage
Title: President & CEO

By: _____

Name: Matthew Colucci
Title: Managing Director

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TRADEMARK
REEL: 003381 FRAME: 0766

SCHEDULE I
to
Trademark Security Agreement

PARISHPAY's registered trademarks and trademark applications (U.S. only):

Trademark	App. No. Filing Date	Reg. No. Reg. Date
PARISHPAY	App. No. – 76451656 Filing Date – September 20, 2002	Reg. No. – 2814601 Reg. Date – February 17, 2004