

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (under the Trademark Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maverick International Processing Services, Inc.		05/16/2006	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	The Bank of New York, as Collateral Agent		
Street Address:	600 E. Las Colinas Blvd., Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2548014	PURCHASEPOINT	
Registration Number:	2540714	STRONGBOX	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	gdurham@omm.com		
Correspondent Name:	Gina M. Durham, Esq.		
Address Line 1:	400 South Hope Street		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Gina M. Durham		
Signature:	/Gina M. Durham/		
Date:	09/15/2006		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of the 16th day of May, 2006 (the "Agreement").

By and between:

The Obligor (as defined herein)

-and-

Collateral Agent (as defined herein)

WHEREAS, Solidus Networks, Inc., a Delaware corporation (the "Company"), Indivos Corporation, a Delaware corporation, Pay By Touch Payment Solutions, LLC (formerly known as IPS Solutions, LLC), a Delaware limited liability company, Check Elect Inc., a Wisconsin corporation, Loyalty Acquisition Sub, LLC, a Delaware limited liability company, Seven Acquisition Sub, LLC, a Delaware limited liability company and Pay By Touch Processing, Inc., a Delaware corporation (each, an "Original Guarantor" and, together with the Company, the "Original Obligors"), and The Bank of New York (the "Collateral Agent") entered into an Amended and Restated Security Agreement dated as of December 6, 2005 (the "Amended Security Agreement"), pursuant to which, among other things, the Original Obligors agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

WHEREAS, pursuant to the provisions of a certain Grantor Accession Agreement dated as of May 16, 2006 (the "Grantor Accession Agreement") among the Collateral Agent and Maverick International Processing Services, Inc., an Arizona corporation (the "Obligor"), the Obligor became a Grantor (as defined in the Amended Security Agreement).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties 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 Amended Security Agreement. As used herein, the following term shall have the following meaning:

"Trademarks" means all of the registered trademarks and pending trademark applications listed on Schedule A and all of the goodwill of the business connected with the use of, or symbolized by, such trademarks.

2. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all of the Secured Obligations with respect to the Obligor, the Obligor hereby bargains, sells, conveys,

Trademark Security Agreement

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assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, on behalf of the Secured Parties, a security interest in all of such Obligor's right, title and interest in and to all of the Trademarks.

3. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon termination of the Amended Security Agreement or release of the Obligor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Obligor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, at the Obligor's expense, the Collateral Agent shall reasonably cooperate with any efforts made by the 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 Amended Security Agreement. The Amended 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 Amended Security Agreement, all terms and provisions of which are incorporated herein by reference.

5. 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. This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

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

MAVERICK INTERNATIONAL
PROCESSING SERVICES, INC., as Obligor

By: 

Name: Steve Zelinger

Title: General Counsel and Secretary

SCHEDULE A

TRADEMARKS

	Mark	Reg. No.	Reg. Date
1.	PurchasePOINT	2,548,014	03/12/2002
2.	StrongBox	2,540,714	02/19/2002