

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest In Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		09/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RPSI, Inc.		
Doing Business As:	DBA Retriever Payment Systems		
Street Address:	Two Chasewood: 20405 State Hwy		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77070		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2142148	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	
Registration Number:	2119553	RETRIEVER PAYMENT SYSTEMS	
Registration Number:	3072818	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2122995600		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	31st Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew Mayer		

TRADEMARK

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Signature:	/Matthew Mayer/
Date:	10/06/2006
Total Attachments: 4 source=merrilllynch_rpsiinc#page2.tif source=merrilllynch_rpsiinc#page3.tif source=merrilllynch_rpsiinc#page4.tif source=merrilllynch_rpsiinc#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of September 29, 2006, made by MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent ("Grantee"), in favor of RPSI, Inc. d/b/a/ Retriever Payment Systems, a Nebraska corporation ("Grantor").

WITNESSETH:

WHEREAS, Grantee and Grantor were parties to a First Lien Trademark Security Agreement and a Second Lien Trademark Security Agreement, both dated July 1, 2004 (the "Trademark Security Agreements"), and a Security Agreement, dated July 1, 2004 (the "Security Agreement"), pursuant to which Grantor granted first and second lien security interests to Grantee in and to all of Grantor's trademarks, trademark registrations, and trademark applications, and all renewals and extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing (collectively, the "Trademark Collateral"), including, without limitation, the United States trademark registrations set forth on Schedule 1 attached hereto (the "Trademarks"), as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreements were recorded by the United States Patent and Trademark Office on July 12, 2004 at Reel 3008, Frame 0579 for the first lien and on July 14, 2004 at Reel 3006, Frame 0995 for the second lien; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby terminates the Trademark Security Agreements, and terminates, cancels and releases any and all liens and security interests that it has in all of Grantor's right, title and interest in and to all of the following, all such rights in and to which shall immediately revert to Grantor:

(a) the Trademark Collateral, including, without limitation, each Trademark set forth on Schedule 1 attached hereto, together with any reissues, continuations or extensions of each of the foregoing, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

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

2. Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any lien or security interest it has against any Trademark Collateral; and (iii) it

has not recorded or otherwise evidenced its lien or security interest with respect to any Trademark Collateral, or any application to register the foregoing, other than those of the foregoing set forth on Schedule 1, in any jurisdiction of the world.

3. Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release to
be executed as of the day and year first above written.

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

By: Mike Maye
Name: Mike Maye
Title: AVP

TRADEMARK RELEASE

Schedule 1

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	10/21/1996	75/184,549	3/10/1998	2,142,148
RETRIEVER PAYMENT SYSTEMS	11/7/1996	75/194,674	12/9/1997	2,119,553
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	6/21/2004	78/438,946	3/28/2006	3,072,818