

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
PAI ATM Services, LLC		04/30/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2323094	FN ATM NETWORK FIRST NATIONS ATM NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(212)508-1450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-705-7768		
Email:	brandi.sinkovich@bingham.com		
Correspondent Name:	Brandi Sinkovich		
Address Line 1:	399 Park Avenue		
Address Line 2:	Bingham McCutchen		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	3004422/0000320265		
NAME OF SUBMITTER:	Brandi Sinkovich		
Signature:	/brandi sinkovich/		

OP \$40.00 2323094

Date:

07/03/2007

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of April, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 21, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Payment Alliance International, Inc., a Delaware corporation ("Parent"), and its Subsidiaries signatory thereto (together with Parent, collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of August 21, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than

unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

PAI ATM SERVICES, LLC,
a Delaware limited liability company

By: 

Name: John J. Kirby III

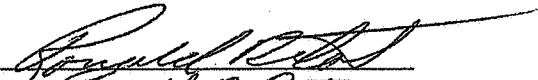
Title: CEO & Manager

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003573 FRAME: 0507

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: Ronald R. Cete
Title: V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

None.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

Abandoned Marks						
Service Marks	App. Date	Reg. Date	Declaration Due	Expiration Date	Registration Number	State
First Nations Financial Services Center	denied	n/a	denied (not going to appeal per L. Chatham)			
First Nations ATM Network		6/26/1998		6/26/2003		MS
First South Quick Cash		8/25/1995		8/25/2000		MS
First Nations ATM Network		8/26/1998		8/26/2003	15354	NJ
First Nations ATM Network		11/22/1999			n/a	OK
First Nations ATM Network		11/22/1999				OK
FN ATM Network		5/10/1999		5/10/2004	3148	AK
First Nations ATM Network		11/6/1998		11/3/2003	20585	CT
First Nations ATM Network		3/11/1999		3/10/2000	225786	HI
First Nations ATM Network		12/7/1999		12/7/2004	084498	IL
FN ATM Network		1/7/2000		1/7/2005		KS
First Nations ATM Network		8/6/1998		8/6/2003	S32688	OR
First Nations ATM Network		6/12/1998		6/2/2003		SC
First Nations ATM Network		1/18/2000		1/18/2005	4350	VA
First Nations ATM Network		8/31/1998		8/31/2004	27279	WA

Trademark Licenses

State Registered Marks				
State	Registered Mark	Registration Date	Expiration Date	Registration Number
Alabama	First Nations ATM Network	6/5/1998	6/5/2008	107-336
Alabama	First South	2/8/1996	2/8/2006	106-656
Alaska	FN ATM Network	5/10/1999	5/10/2004	3148
Arizona	First Nations ATM Network	6/30/1998	6/30/2008	195113
Arkansas	First Nations ATM Network	5/29/2003	6/9/2008	TM00000925
Arkansas	First South	Denied	n/a	Denied
California	First Nations ATM Network	5/11/1998	5/11/2008	49612
Colorado	First Nations ATM Network	6/15/1998	6/15/2008	19981110797
Connecticut	First Nations ATM Network	10/12/1998	11/3/2003	20585
Delaware	FN ATM Network	12/7/1998	12/7/2008	199854245
Delaware	First Nations ATM Network	11/13/1998	11/13/2008	199853803
Florida	First Nations ATM Network	2/16/1999	2/16/2009	T99000000197
Georgia	First Nations ATM Network	12/9/1999	12/9/2009	S-18338
Hawaii	First Nations ATM Network	3/11/1999	3/10/2000	225786
Idaho	First Nations ATM Network	2/16/1999	2/16/2009	16248
Illinois	First Nations ATM Network	12/7/1999	12/7/2004	84498

State Registered Marks				
State	Registered Mark	Registration Date	Expiration Date	Registration Number
Indiana	First Nations ATM Network	6/25/1998	6/24/2008	1998-0312
Iowa	First Nations ATM Network	9/24/2003	9/24/2008	W00360730
Kansas	FN ATM Network	1/7/2000	1/7/2005	
Louisiana	First Nations ATM Network	5/26/1998	5/26/2008	SPR 99 5330
Maine	First Nations ATM Network	10/13/1998	10/12/2008	19990125
*Maryland	First Nations ATM Network	3/17/2003	7/6/2008	T00116499
Massachusetts	First Nations ATM Network	5/7/1998	5/7/2008	55890
Michigan	First Nations ATM Network	10/28/1998	10/28/2008	M02-954
Minnesota	First Nations ATM Network	2/16/1999	2/16/2009	28280
Mississippi	First Nations ATM Network	6/26/1998	6/26/2003	
Missouri	First Nations ATM Network	6/5/1998	6/4/2008	14368
Montana	First Nations ATM Network	3/11/1999	3/11/2009	T20201-184-48
Nebraska	First Nations ATM Network	8/10/1998	8/10/2008	101825
Nevada	First Nations ATM Network	12/18/2002	5/27/2008	30-974
New Hampshire	First Nations ATM Network	5/26/1998	5/26/2008	
New Jersey	First Nations ATM Network	8/26/1998	8/26/2003	15354
New Mexico	First Nations ATM	11/16/1998	11/16/2008	TK98111602

State Registered Marks				
State	Registered Mark	Registration Date	Expiration Date	Registration Number
	Network			
New York	First Nations ATM Network	10/13/1998	10/13/2008	S-16298
North Carolina	First Nations ATM Network	1/3/2000	1/3/2010	T-15664
North Dakota	First Nations ATM Network	11/24/1998	11/24/2008	657538
Oregon	First Nations ATM Network	8/6/1998		
Pennsylvania	First Nations ATM Network	8/10/1998		2830795
South Dakota	First Nations ATM Network	5/28/2002	10/26/2006	
Tennessee	First Nations ATM Network	6/8/1998	6/8/2008	
Tennessee	FS First South Quik Cash	4/12/1996	4/12/2006	
*Texas	First South ATM Network, Co.	5/20/1998	n/a	00116360-06
Utah	First Nations ATM Network	6/29/1998	6/29/2008	037934
Vermont	First Nations ATM Network	9/10/1999		
Virginia	First Nations ATM Network	1/18/2000	1/18/2005	4350
Washington	First Nations ATM Network	8/31/1998	8/31/2004	27279
West Virginia	First Nations ATM Network	6/15/1998	6/15/2008	1006235
Wyoming	First Nations ATM Network	4/14/2003	8/10/2008	199800336635

State Registered Marks				
State	Registered Mark	Registration Date	Expiration Date	Registration Number

* Denotes that the certificate is not on file

US Patent and Trademark Office					
Service Marks	App. Date	Reg. Date	Declaration Due	Expiration Date	Reg Number
FN ATM Network First Nations ATM Network	5/7/1998	2/29/2000	02/29/2006	02/29/2010	2323094