

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NETSPEND CORPORATION		06/27/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NetSpend Holdings, Inc.
Street Address:	701 Brazos Street
Internal Address:	Suite 1200
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Lenders Party:

Name:	JPMorgan Chase Bank, National Association
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252-8301
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2800491	BETTER THAN CASH
Registration Number:	2700575	ALL-ACCESS
Registration Number:	2773591	ALL-ACCESS
Registration Number:	2775553	NETSPEND
Registration Number:	2771629	NETSPEND
Registration Number:	2794625	NETSPEND
Registration Number:	2766799	NETSPEND

CH \$190.00 2800491

CORRESPONDENCE DATA

Fax Number: (804)344-7999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 804-788-8523

Email: HWRITM@hunton.com

Correspondent Name: Edward T. White

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza, East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.001157
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	07/03/2007

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

WHEREAS, NETSPEND CORPORATION, a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, NetSpend Holdings, Inc., the lenders party thereto, and JPMorgan Chase Bank, National Association, as administrative agent ("Secured Party") are parties to a Credit Agreement dated June 27, 2007 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Secured Party and the lenders party thereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 27, 2007 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, NetSpend Holdings, Inc. and Secured Party, Grantor has granted to Secured Party a security interest in substantially all 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 Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 27th day of June, 2007.

Acknowledged:

GRANTOR:

NetSpend Corporation



By: 

Name: STEPHEN REISING

Title: SVP OF FINANCE

Schedule 1
to Trademark
Security Agreement

Trademarks

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods and/or Services
NetSpend Corporation	USA	Better Than Cash	2800491	2/20/2003	N/A	Financial and monetary services, namely internet commerce services in the nature of electronic commerce payment services, namely, establishing funded accounts used to purchase goods and services on the internet and for online and offline debit card accounts; electronic account services, namely providing on-line stored value accounts in an electronic environment; prepaid banking and online cash account services; financial transaction services involving payment to online and offline retailers, merchants and content providers using cash account information stored in a centralized database; electronic funds and currency transfer services; transaction authorization and settlement services; cash disbursement services; financial services for funding online cash accounts from prepaid cash cards, bank accounts and credit card accounts; debit card services; distribution and issuing of debit cards.
NetSpend Corporation	USA	All-Access	2700575	6/21/2002	N/A	Same as previous.
NetSpend Corporation	USA	All-Access	2773591	6/21/2002	N/A	Same as previous.
NetSpend Corporation	USA		2775553	6/21/2002	N/A	Same as previous.
NetSpend Corporation	USA		2771629	6/21/2002	N/A	Same as previous.
NetSpend Corporation	USA	NetSpend	2794625	6/21/2002	N/A	Same as previous.
NetSpend Corporation	USA	NetSpend	2766799	6/21/2002	N/A	Same as previous.

Trademark Applications

None.

Trademark Licenses

None.