

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
Cardworks, Inc.		06/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BoS (USA) Inc.		
Street Address:	565 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2358205	CARDWORKS	
Registration Number:	3045197	MERRICK BANK	
CORRESPONDENCE DATA			
Fax Number:	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-818-9200		
Email:	mlerner@ssbb.com		
Correspondent Name:	Mark Lerner		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169		
ATTORNEY DOCKET NUMBER:	100978/10		
NAME OF SUBMITTER:	Mark Lerner		
Signature:	/mark lerner/		

OP \$65.00 2358205

Date:

07/09/2007

Total Attachments: 4

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SECURITY INTEREST IN REGISTERED TRADEMARKS

THIS SECURITY INTEREST IN REGISTERED TRADEMARKS ("*Security Interest in Registered Trademarks*") dated as of June 29, 2007, is made by CardWorks, Inc., a Delaware corporation (the "*Grantor*"), in favor of BoS (USA) Inc., as collateral agent, under the Security Agreement described below (the "*Grantee*").

WHEREAS, BoS (USA) Inc. has agreed to make available to CardWorks, L.P., a Delaware limited partnership ("*Borrower*"), a term loan in the amount of \$206,000,000 (the "*Loan*") under a Credit Agreement dated as of the date hereof (the "*Credit Agreement*"); and

WHEREAS, Grantor has guaranteed the Borrower's obligations under the Credit Agreement and certain related loan documents; and

WHEREAS, to secure such guaranty, the Grantor has executed and delivered to the Grantee a Pledge and Security Agreement of even date herewith (as the same may be supplemented or amended from time to time, the "*Security Agreement*") in which the Grantor has granted to the Grantee a continuing first priority security interest in, among other things, the registered trademarks set forth on Schedule A hereto (the "*Registered Trademarks*"); and

WHEREAS, the Grantor wishes to execute and deliver this Security Interest in Registered Trademarks to evidence its grant of such security interests in the Registered Trademarks for filing with the United States Patent and Trademark Office ("*PTO*");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest in Registered Trademarks, including its preamble and recitals, have the meanings provided in the Security Agreement or the Credit Agreement, as the case may be.

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the Secured Obligations of the Grantor under the Loan Documents, the Grantor hereby grants to the Grantee a continuing security interest in all of the Grantor's right, title, and interest in and to the Registered Trademarks.

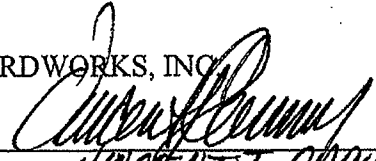
SECTION 3. Purpose. This Security Interest in Registered Trademarks has been executed and delivered by the Grantor for the purpose of registering with the PTO the grant of a security interest in the Registered Trademarks. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Grantee under the Security Agreement with respect to the Registered Trademarks. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Registered Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference as if fully set forth herein.

SECTION 5. Filing this Security Interest in Registered Trademarks. The Grantor, when it files this Security Interest in Registered Trademarks with the PTO, shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for Registered Trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement, and (ii) provide the Grantee with copies of such filings.

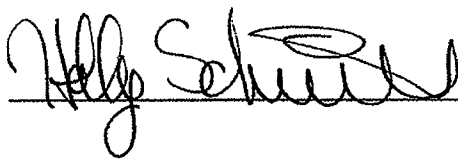
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IN TESTIMONY WHEREOF, the Grantor has caused this Security Interest in Registered Trademarks to be executed by the undersigned thereunto duly authorized as of the date first above written.

CARDWORKS, INC.
By: 
Name: VINCENT J. CARUSO
Title: CHIEF FINANCIAL & ADMIN OFFICER

STATE OF NEW YORK)
 : SS
COUNTY OF NEW YORK)

On this 28th day of June, 2007, there appeared before me VINCENT J. CARUSO personally known to me, who acknowledged that he signed the foregoing Security Interest In Registered Trademarks as his voluntary act and deed on behalf and with full authority of CardWorks, Inc.



HOLLY SCHMITT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SC6115864
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES SEPT. 13, 2008

**SCHEDULE A
TO
SECURITY INTEREST IN REGISTERED TRADEMARKS**

<u>Title</u>	<u>Serial Number</u>	<u>Registration Number</u>
CardWorks	75/413,048	2,358,205
Merrick Bank	78/461,437	3,045,197