

**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
Skylight Financial, Inc.		07/11/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2848978	BANK ACCOUNT IN A CARD
Registration Number:	2971626	SKYLIGHT FINANCIAL
Registration Number:	2595005	SKYLIGHT
Registration Number:	2887229	TERMPAY
Serial Number:	77189573	SKYLIGHTONE
Serial Number:	77221895	SKYPOSIT
Serial Number:	77189726	DIRECT2DEBIT

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-4691  
 Email: jhannon@kslaw.com  
 Correspondent Name: James M. Hannon  
 Address Line 1: 1180 Peachtree Street  
 Address Line 2: King & Spalding LLP - 34th Floor

CH \$190.00 2848978

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009114

NAME OF SUBMITTER: James M. Hannon

Signature: /James M. Hannon/

Date: 07/27/2007

Total Attachments: 7  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 13, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith in favor of the Agent (the "Guarantee and Collateral Agreement"), to guarantee the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following Collateral now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (the foregoing being subject to the qualifiers and limitations set forth in the Collateral and Security Agreement):

(a) all Trademarks owned by such Grantor and all Trademark Licenses providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, those applications and registrations set forth on Schedule 1 hereto;

(b) all rights to obtain renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, including the right to receive all proceeds and damages therefrom.

Section 3. Notwithstanding any of the other provisions set forth in this Security Agreement, this Agreement shall not constitute a grant of a security interest in and the foregoing Trademark Collateral shall not include:

(a) any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law;

(b) any lease, license, contract, property rights or agreement to which the Grantor is a party, any of its rights or interests thereunder or any assets subject thereto if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or result in the Grantor's loss of use of such asset or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity);

(c) any lease, license, contract, property rights or agreement to which the Grantor is a party, any of its rights or interests thereunder or any assets subject thereto to the extent that any applicable law prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code in effect in any applicable jurisdiction (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); and

(d) any applications for trademarks or service marks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b),

unless and until acceptable evidence of use of the trademark or service mark has been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent that assigning, transferring or granting a security interest in such trademark or service mark application prior to such evidence of use filing would adversely affect the enforceability or validity of such applications.

Section 4. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Agent, on behalf of itself and for the Lenders, the L/C Issuers and the other Secured Parties, agrees and acknowledges that nothing in this Trademark Security Agreement is intended to grant the Agent, or any of the Lenders, the L/C Issuers or the other Secured Parties, any right or interest greater than those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement will govern.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain, as between such Grantor, on the one hand, and the Agent, the Lenders, the L/C Issuers and the other Secured Parties, on the other hand, full and complete responsibility, but not the obligation (except as may be expressly set forth in the Guarantee and Collateral Agreement), for the prosecution, defense, enforcement or any other actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

SKYLIGHT FINANCIAL INC.,

as Grantor

By:   
Name: O.G. Greene  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

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.

Very truly yours,

SKYLIGHT FINANCIAL INC.,

as Grantor

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Andrew Crain

Name: Andrew Crain

Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of Fulton )

ss.

On this 11 day of July, 2007 before me personally appeared O.G. Greene, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Skylight Financial Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

C. Margarita Ciner





SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Bank account in a card. ®	36	2,848,978	6/1/04
Skylight Financial ®	36	2,971,626	7/19/05
Skylight ®	36	2,595,005	7/16/02
TermPay ®	36	2,887,229	9/21/04

2. TRADEMARK APPLICATIONS

SkylightOne ™	9	77/189,573	5/24/07
SkyPosit ™	36	77/221,895	7/3/07
Direct2Debit ™	9	77/189,726	5/24/07