

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPEEDYPIN LLC		11/21/2007	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONVERGENT CAPITAL PARTNERS II, L.P.		
<b>Street Address:</b>	505 N. Highway 169, Suite 245		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55441		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3084922	MERCHANTSHIELD	
Registration Number:	2874965	SPEEDYPIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)370-3207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612 371 3211		
<b>Email:</b>	tmg@lindquist.com		
<b>Correspondent Name:</b>	LINDQUIST & VENNUM P.L.L.P.		
<b>Address Line 1:</b>	80 South Eighth Street, 4200 IDS Center		
<b>Address Line 2:</b>	Connie Heikkila		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	CONVERGENT CAPITAL		
NAME OF SUBMITTER:	CONNIE R. HEIKKILA		
Signature:	/connierheikkila/		

CH \$65.00 3084922

Date:

11/26/2007

**Total Attachments: 13**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of November 21, 2007, is made by and between SPEEDYPIN LLC, a Colorado limited liability company ("Borrower") and CONVERGENT CAPITAL PARTNERS II, L.P., a Delaware limited partnership (the "Lender")

### BACKGROUND

WHEREAS, the Lender has agreed to purchase senior and subordinated notes in the aggregate principal amount of \$3,300,000 (the "Notes") issued by Borrower pursuant to a Securities Purchase Agreement dated the date hereof by and between the Lender and the Borrower (as it may be amended or otherwise modified from time to time, the "Purchase Agreement").

WHEREAS, Borrower has granted Lender a security interest in certain assets of Borrower pursuant to a Security Agreement dated the date hereof by and among Borrower and Lender (as it may be amended or otherwise modified from time to time, the "Security Agreement" and together with the Purchase Agreement, the "Financing Agreements").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the parties agree as follows:

1. Definitions. As used in this Agreement, all capitalized terms have the meanings set forth in the Purchase Agreement except that the following capitalized terms have the meanings indicated:

1.1 "Event of Default" means the occurrence of any one or more of the following:

(i) the occurrence of a Default under the Purchase Agreement; or

(ii) a default by Borrower in the performance or observance of any covenant, condition, undertaking or agreement contained in this Agreement and the continuance of such default for a period of 15 days after Borrower has knowledge of the occurrence thereof; or

(iii) any warranty, representation or other statement by or on behalf of Borrower contained in this Agreement, or in any instrument furnished in compliance with or in reference hereto, is false or misleading in any material respect at the time made.

1.2 "Obligations" means all of the indebtedness, obligations and liabilities of Borrower to Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Purchase Agreement, the Notes, any other instruments or

agreements executed and delivered pursuant thereto or in connection therewith, (including but not limited to the Warrant (as defined in the Purchase Agreement) and any obligation of Borrower following any exercise of the "put right" set forth in the Warrant), or this Agreement.

1.3 "Patents" means all of Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents including, without limitation, the patents and applications listed on Schedule A attached hereto, any divisions, continuations, reissues, re-examinations, extensions and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

1.4 "Trademarks" means all of Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule B attached hereto, any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. Grant of Security Interest. Borrower grants to the Lender, to secure the payment and performance in full of all of the Obligations, a security interest in the Patents, the Trademarks, all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

3. Representations and Warranties. Borrower represents and warrants to Lender as follows:

3.1 No Patent or Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent or Trademark been cancelled, in whole or in part and each such Patent and Trademark is presently subsisting.

3.2 Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent and Trademark set forth on Schedule A and Schedule B, free and clear of any liens, charges and encumbrances, other than Permitted Liens as such term is defined in the Purchase Agreement, including without limitation, shop rights and covenants by Borrower not to sue third persons. The Patents listed in Schedule A and the Trademarks listed in Schedule B constitute all the United States federal registrations or applications registered in the United States Patent and Trademark

Office, as well all registrations or applications registered in any state thereof or any political subdivision thereof, that Borrower owns.

3.3 Borrower has no notice of (i) any suits or actions commenced or threatened with reference to any Patent or Trademark nor (ii) any third-party claim that any aspect of Borrower's present or contemplated business operations infringes or will infringe any patent, trademark or trade name.

4. Restrictions on Future Agreements. Borrower will not, without the prior written consent of the Lender, sell or assign its interest in any Patent or Trademark or enter into any other agreement with respect to any Patent or Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

5. Product Quality. Borrower will maintain the quality of any and all products in connection with which the Patents or Trademarks are used, consistent with commercially reasonable business practices.

6. New Patents and Trademarks. If Borrower becomes (i) aware of any existing Patents or Trademarks of which Borrower has not previously informed the Lender, or (ii) entitled to the benefit of any Patents or Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement will automatically apply thereto and Borrower will give Lender prompt written notice thereof. Borrower authorizes Lender to modify this Agreement by amending Schedule A and Schedule B to include any such Patents and Trademarks.

7. Duties of Borrower. Borrower agrees to (i) file and prosecute diligently any patent or trademark applications pending as of the date hereof or hereafter until the Obligations have been paid in full, (ii) preserve and maintain all rights in the Patents and Trademarks, as commercially reasonable, and (iii) ensure that the Patents and Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Borrower's obligations under this Section 7 will be borne by the Borrower.

8. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender will have the right, but will in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks and, if Lender commences any such suit, Borrower will, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Borrower will promptly, upon demand reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents and Trademarks, whether established in this Agreement or the Security Agreement, or by any other agreements or by law are cumulative and may be exercised singularly or concurrently. Borrower authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to (i) endorse Borrower's name on all applications, documents, papers and

instruments necessary or desirable for the Lender in the use of the Patents and Trademarks, (ii) take any other actions with respect to the Patents and Trademarks as Lender deem to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks to anyone. To the extent permitted by law, Borrower ratifies all that any such attorneys lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. The Lender has, in addition to all other rights and remedies given it by the terms of this Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Minnesota.

10. Further Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender may, by written notice to Borrower, take any or all of the following actions: (i) declare the entire right, title and interest of Borrower in and to each of the Patents and Trademarks vested, in which event such right, title and interest shall immediately vest, in Lender pursuant to the assignment of security interest in the form of Exhibit A and/or Exhibit B hereto, executed by Borrower and filed promptly after the date hereof, pursuant to which all of Borrower's right, title and interest in and to the Patents and Trademarks are assigned to Lender; (ii) take and use or sell the Patents and the Trademarks; and (iii) direct Borrower to refrain, in which event Borrower will refrain, from using the Patents and Trademarks in any manner whatsoever, directly or indirectly, and, if requested by Lender, change Borrower's corporate name to eliminate therefrom any use of any Trademark and execute such other and further documents that Lender may request to further confirm this and to transfer ownership of the Patents and Trademarks and registrations and any pending application in the United States Patent and Trademark Office or any equivalent government agency or office in any state or political subdivision thereof or in any foreign jurisdiction to Lender. Borrower agrees that the use by Lender of all Patents and Trademarks as provided in this Agreement will be without any liability for royalties or other related charges from Lender to Borrower.

11. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth in this Agreement will be borne by the Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Patents or Trademarks will be borne by and paid by Borrower and until paid will constitute Obligations.

12. No Waiver by Lender. Lender will not be deemed to have waived any of its rights hereunder unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right will operate as a waiver of such right or any other right. A waiver on any one occasion will not be construed as a waiver of any right on any future occasion. All rights and remedies of Lender with respect to the Obligations, the Patents or the

Trademarks, whether evidenced hereby or by any other instrument or papers, will be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Lender deems expedient.

13. Governing Law. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Minnesota without giving effect to the conflicts of laws principles of any jurisdiction.

14. Notices. All notices, consents, requests, instructions, approvals and other communications required by this Agreement will be validly given, made or served if in writing and delivered personally, sent by certified mail (postage prepaid), facsimile transmission, or by a nationally recognized overnight delivery service, addressed as follows (or such other address as is furnished in writing by a party to the other parties):

(a) If to the Lender:

Convergent Capital Partners II, L.P.  
Attention: Keith S. Bares  
505 North Highway 169, Suite 245  
Minneapolis, Minnesota 55441

with a copy to:

Lindquist & Vennum P.L.L.P.  
Attn: Robert E. Tunheim  
4200 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402  
Tel.: 612-371-3915  
Fax: 612-371-3207

(b) If to the Borrower:

Speedypin LLC  
Attention: Larry Salzman  
480 North Magnolia Drive, Suite 107  
El Cajon, CA 92020

15. Entire Agreement. This Agreement and the Financing Agreements contain the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly provided for herein and in the Financing Agreements. This Agreement and the Financing Agreements supersede all prior agreements and undertakings between the parties with respect to such subject matter.

16. Severability of Invalid Provision. If any one or more covenants or agreements provided in this Agreement is contrary to law, then such covenant or agreement will be null and void and will in no way affect the validity of the other provisions of this Agreement, which will otherwise be fully effective and enforceable.

17. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including one or more future holders of the Notes; provided, however, that Borrower may not assign any of its obligations hereunder without the prior written consent of Lender.

18. Counterparts. This Agreement may be executed in one or more counterparts, and will become effective when one or more counterparts have been signed by each of the parties.

19. Consent to Jurisdiction. AT THE OPTION OF LENDER, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN HENNEPIN COUNTY, MINNESOTA, AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, OR ALLEGING ANY BREACH OF THIS AGREEMENT, LENDER AT ITS OPTION IS ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES DESCRIBED ABOVE, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

20. Waiver of Jury Trial. BORROWER WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED ON OR PERTAINING TO THIS AGREEMENT.


\* \* \* \* \*



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

THE BORROWER:

SPEEDYPIN LLC

By:   
Its: DAVID L. Henry, Manager

THE LENDER:

CONVERGENT CAPITAL PARTNERS II,  
L.P.

By: Convergent Capital II, LLC  
Its: General Partner

By: \_\_\_\_\_  
By: Keith S. Bares  
Its: Manager

*[Signature Page to Patent and Trademark Security Agreement]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

THE BORROWER:

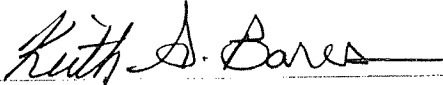
SPEEDYPIN LLC

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

THE LENDER:

CONVERGENT CAPITAL PARTNERS II,  
L.P.

By: Convergent Capital II, LLC  
Its: General Partner

  
By: Keith S. Bares  
Its: Manager

*[Signature Page to Patent and Trademark Security Agreement]*

**SCHEDULE A**

**PATENTS**

None.

**SCHEDULE B**

**TRADEMARK REGISTRATIONS**

<b>Borrower</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Date Registered</b>
	MERCHANTSHIELD	3,084,922	April 25, 2006
	SPEEDYPIN	2,874,965	Aug. 17, 2004

**TRADEMARK APPLICATIONS**

<b>Borrower</b>	<b>Trademark Description</b>	<b>Application</b>	<b>Serial Number</b>	<b>Date Applied</b>
	NONE			

**EXHIBIT A**

**ASSIGNMENT OF SECURITY INTEREST IN PATENTS**

Not applicable

EXHIBIT B

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

Pursuant to a Patent and Trademark Security Agreement (the "Agreement"), dated as of November 20, 2007, Speedypin LLC (the "Grantor"), whose address is 1700 Lincoln St., #1400, Denver, CO 80203, as assignor, hereby grants and assigns to Convergent Capital Partners II, L.P., a Delaware limited partnership, whose address is 505 North Highway 169, Suite 245 Minneapolis, Minnesota 55441, as assignee, a continuing security interest in and a continuing lien upon, all trademarks and service marks, registrations and applications for registration now owned or hereafter acquired by Grantor, together with the goodwill associated therewith (the "Goodwill"), including without limitation the below listed registrations and applications for registration:

Registrations		
Registration Number	Issue Date	Mark
3,084,922	April 25, 2006	MERCHANTSHIELD
2,874,965	August 17, 2004	SPEEDYPIN

Applications		
Application Number	Filing Date	Mark
NONE		

The assignees' security interest in the trademarks, service marks, registrations, applications for registration and Goodwill can be terminated only in accordance with the terms of the Agreement.

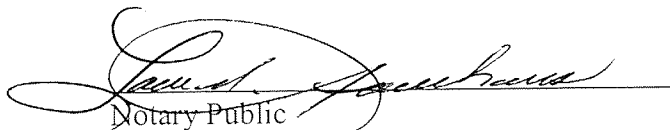
GRANTOR:

Speedypin LLC  
 By: David L. Henry  
 Its: David L. Henry, Manager

ACKNOWLEDGEMENT

STATE OF COLORADO    )  
                                  )    ss.  
COUNTY OF DENVER    )

On this 20<sup>th</sup> day of November, 2007, the foregoing Assignment was executed before me by David L. Henry, a Manager of Speedypin LLC, a Colorado limited liability company, on behalf of the Company.

  
Notary Public

*My commission Expires  
October 31, 2008*