

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement Regarding Agency Resignation, Appointment and Acceptance

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc., as Agent		12/21/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Colorado Commercial Finance LLC, as Agent
Street Address:	1001 Brickell Bay Drive, 26th Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78733728	EFMARK
Serial Number:	78733733	THE VALUE OF ONE
Serial Number:	78733730	THE ONLY ATM SOLUTION
Serial Number:	78717248	ATM SENTRY
Serial Number:	78741945	PREMIUM CASH MANAGER
Registration Number:	2388879	PREMIUM ARMORED SERVICES
Registration Number:	2816279	U.S. ARMORED

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergekohn.com
 Correspondent Name: Sharon Patterson
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
 Address Line 2: Ste. 3300

OP \$190.00 78733728

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.099

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 03/03/2008

Total Attachments: 4

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**AGREEMENT REGARDING AGENCY RESIGNATION,
APPOINTMENT AND ACCEPTANCE**

This AGREEMENT REGARDING AGENCY RESIGNATION, APPOINTMENT AND ACCEPTANCE (this "Agreement") is entered into as of December 21, 2007 by and among Bantek West, Inc., a Colorado corporation, as Administrative Borrower ("Administrative Borrower"), the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Colorado Commercial Finance LLC ("CCF").

RECITALS

WHEREAS, Merrill, as Agent, the other Lenders party thereto, Administrative Borrower, Bantek Acquisition Corporation, a Colorado corporation ("BAC"), Idaho Armored Services, LLC, a Colorado limited liability company ("IAS"), The Wilson Group, Inc., a Michigan corporation ("Wilson"), EFMARK Service Company of Illinois, Inc. ("ESC"), an Illinois corporation, Premium Armored Services, Inc., a Delaware corporation ("PAS") (Administrative Borrower, BAC, Wilson, IAS, ESC and PAS are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), and ATM Acquisition Corp., a Delaware corporation ("Holdings"; together with the Borrowers, the "Loan Parties") are party to that certain Amended and Restated Credit Agreement dated as of January 3, 2006 (as heretofore or hereafter amended, modified, supplemented or restated, the "Credit Agreement"; capitalized terms used herein but not defined herein have the meanings assigned thereto in the Credit Agreement);

WHEREAS, the parties hereto desire that CCF replace Merrill as Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, the parties hereto desire to consent to such replacement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agency Succession.

(a) Pursuant to Section 15.9 of the Credit Agreement and effective as of the date hereof, (i) Merrill has notified Borrowers and Lenders of its resignation as Agent effective upon the Required Lenders' appointment of a successor Agent in accordance with Section 15.9 of the Credit Agreement (Merrill, in such capacity as retiring Agent, is referred to herein as "Retiring Agent"), (ii) Required Lenders appoint CCF as successor Agent under the Credit Agreement and the other Loan Documents (CCF, in such capacity as successor Agent, is referred to herein as "Successor Agent"), and (iii) Successor Agent accepts its appointment as successor Agent under the Credit Agreement and the other Loan Documents. Each of the parties hereto hereby agrees that Successor Agent, in its capacity as Successor Agent, shall have no

liability for or with respect to any actions taken, or omitted to be taken, by Retiring Agent, regardless of when such action or omission occurred.

(b) In connection with the agency succession described in the foregoing sub-paragraph (a) above, without the need for any further action and effective immediately (but subject to the satisfaction of the condition precedent set forth in Section 5 of this Agreement), (i) Successor Agent shall succeed to and become vested with all of the rights, benefits, powers and duties of Retiring Agent under the Credit Agreement and the other Loan Documents, the term "Agent" shall mean the Successor Agent and Retiring Agent assigns to Successor Agent all rights to fees payable to Agent under the Fee Letter, the Credit Agreement and the other Loan Documents, and (ii) Retiring Agent's appointment, powers and duties as Agent under the Credit Agreement and the other Loan Documents shall terminate without any other further act or deed on the part of Retiring Agent or any other party to the Credit Agreement.

2. Condition Precedent; Time of Effectiveness. The effectiveness of this Agreement shall be subject to the condition precedent that each party hereto shall have duly authorized, executed and delivered this Agreement.

3. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

5. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

6. Entire Agreement; Amendments. This Agreement sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto. No term of this Agreement may be waived, modified or amended except in a writing signed by the party against whom enforcement of the waiver, modification or amendment is sought.

7. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE

INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARDS TO
CONFLICTS OF LAW PRINCIPLES).

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

COLORADO COMMERCIAL FINANCE LLC,
as Successor Agent and as a Lender

By: 
Its: _____


ADDRESS FOR NOTICE PURPOSES:

Colorado Commercial Finance LLC
c/o Bayside Capital
1001 Brickell Bay Drive, 26th Floor
Miami, FL 33139
Attention: John Bolduc
Sean Ozbolt
Fax: 305-379-3655


with a copy to:

Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz,
Ltd.
55 East Monroe Street, Suite 3300
Chicago, IL 60603
Attention: Keith Radner, Esq.
Fax: 312-863-7445

MIDWEST ATM FUNDING LLC, as a Lender

By: 
Title: Authorized Signatory

PALOMA VALUE HOLDING, LLC, as a Lender

By: 
Title: Authorized Signatory