

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|---|-----------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRM Corporation | | 04/18/2008 | CORPORATION: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Lampe, Conway & Co., LLC, as Collateral Agent | | |
| Street Address: | 680 Fifth Avenue | | |
| Internal Address: | Suite 1202 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1328901 | TRM | |
| Registration Number: | 2813241 | TRM CORPORATION | |
| Registration Number: | 2713938 | TRM ATM | |
| Serial Number: | 76008335 | UPTIME GUARDIAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)822-5423 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 212-530-5000 | | |
| Email: | jnici@milbank.com | | |
| Correspondent Name: | Milbank, Tweed, Hadley & McCloy LLP | | |
| Address Line 1: | One Chase Manhattan Plaza | | |
| Address Line 2: | rm. 4640 | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| ATTORNEY DOCKET NUMBER: | 38347-01800 | | |

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900105322

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REEL: 003768 FRAME: 0598

| | |
|---|--------------|
| NAME OF SUBMITTER: | Janis Nici |
| Signature: | /janis nici/ |
| Date: | 04/29/2008 |
| <p>Total Attachments: 8</p> <p>source=TM Sec Agt Lampe#page1.tif</p> <p>source=TM Sec Agt Lampe#page2.tif</p> <p>source=TM Sec Agt Lampe#page3.tif</p> <p>source=TM Sec Agt Lampe#page4.tif</p> <p>source=TM Sec Agt Lampe#page5.tif</p> <p>source=TM Sec Agt Lampe#page6.tif</p> <p>source=TM Sec Agt Lampe#page7.tif</p> <p>source=TM Sec Agt Lampe#page8.tif</p> | |

TRADEMARK SECURITY AGREEMENT dated as of April 18, 2008 (this "**Agreement**"), among TRM CORPORATION, an Oregon corporation, those Subsidiary Parties of the Issuer listed on Schedule I (each a "**Grantor**", and collectively, the "**Grantors**"), and LAMPE, CONWAY & CO., LLC, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among TRM Corporation (the "**Issuer**"), the Subsidiaries of the Issuer from time to time party thereto and the Collateral Agent and (b) the Securities Purchase Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Securities Purchase Agreement**"), among the Issuer, the purchasers from time to time party thereto (the "**Purchasers**") and Lampe, Conway & Co., LLC, as administrative agent and Collateral Agent.

The Purchasers have agreed to purchase Notes of the Issuer subject to the terms and conditions set forth in the Securities Purchase Agreement. The obligations of the Purchasers to purchase such Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Issuer, will derive substantial benefits from the sale of the Notes pursuant to the Securities Purchase Agreement and are willing to execute and deliver this Agreement in order to induce the Purchasers to purchase such Notes.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRM CORPORATION, an Oregon corporation

by: 

Name:

Title:

TRM ATM CORPORATION

by: 

Name:

Title:

TRM COPY CENTERS (USA) CORP.

by: 

Name:

Title:

TRM ATM ACQUISITION CORP.

by: 

Name:

Title:

ACCESS CASH INTERNATIONAL LLC

by: 

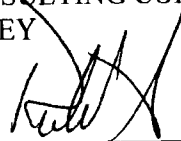
Name:

Title:

[Signature Page to Trademark Security Agreement]

LJR CONSULTING CORP. D/B/A ACCESS
TO MONEY

by:

A handwritten signature in black ink, appearing to be "Hull", written over a horizontal line.

Name:

Title:

[Signature Page to Trademark Security Agreement]

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LAMPE, CONWAY & CO., LLC, as
Collateral Agent

by:


Name: Richard F. Conway
Title: Managing Member

Schedule I

Subsidiary Parties

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|---|
| 1. TRM ATM Corporation, an Oregon corporation |
| 2. TRM Copy Centers (USA) Corporation, an Oregon corporation |
| 3. TRM ATM Acquisition Corporation, a Delaware corporation |
| 4. Access Cash International L.L.C., a Delaware limited liability company |
| 5. LJR Consulting Corp. d/b/a Access to Money, a New Jersey corporation |

Schedule II

I. Trademarks

| Mark | Serial No. | Filing Date | Registration No. | Registration Date | Owner |
|-----------------------|-------------------|--------------------|-------------------------|--------------------------|----------------------------------|
| Access Cash | 75777695 | 8/12/99 | 2,448,507 | 5/1/01 | Access Cash International L.L.C. |
| Access Cash | 75777697 | 8/12/99 | 2,530,861 | 1/15/02 | Access Cash International L.L.C. |
| Access Cash | 75777696 | 8/12/99 | 2,365,498 | 7/4/00 | Access Cash International L.L.C. |
| Access Cash | 75403520 | 12/5/97 | 2,319,919 | 2/15/00 | Access Cash International L.L.C. |
| Access Cash | 77099416 | 2/5/07 | 3,311,439 | 10/16/07 | Access Cash International L.L.C. |
| Access Cash | 77099286 | 2/5/07 | 3,311,433 | 10/16/07 | Access Cash International L.L.C. |
| Teller Quick & Design | 75312708 | 6/23/97 | 2,199,598 | 10/27/98 | Access Cash International L.L.C. |
| TRM | 73489182 | 7/10/84 | 1,328,901 | 4/2/85 | TRM Corporation |
| TRM Corporation | 75510499 | 6/26/98 | 2,813,241 | 2/10/04 | TRM Corporation |
| TRM ATM & Design | 76008336 | 3/22/00 | 2,713,938 | 5/6/03 | TRM Corporation |

II. Trademark Applications

| <u>HOLDER</u> | <u>MARK</u> | <u>APPLICATION NUMBER</u> | <u>APPLICATION DATE</u> |
|-----------------|-----------------|---------------------------|-------------------------|
| TRM Corporation | Uptime Guardian | 76/008,335 | 3/22/00 – INACTIVE |

III. Trademark Licenses

LA1:#6376377v3

None

LJR Consulting Corp. claims common law trademark rights in the name Access to Money, in the name Access to Money We'll Show you the Money, in the name Acce\$\$ to Money, and in the name Acce\$\$ to Money We'll Show you the Money and its logo, in connection with the goods of "automated teller machines, namely, electronic currency dispensing apparatus for installation in retail environments other than banks, and instruction manuals sold as a unit therewith."

LAI:#6376377v3