

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
LION AVI HOLDINGS LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
NCP SOLUTIONS, LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ARCHER CAPITAL FUND, L.P.		
Street Address:	570 Lexington Avenue		
Internal Address:	40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74010609	PIN-SELECT	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6347.002		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$40.00 74010609

Signature:	/njb/
Date:	06/23/2008
Total Attachments: 17 source=Archer Patent Copyright License and Trademark Security Agreement#page1.tif source=Archer Patent Copyright License and Trademark Security Agreement#page2.tif source=Archer Patent Copyright License and Trademark Security Agreement#page3.tif source=Archer Patent Copyright License and Trademark Security Agreement#page4.tif source=Archer Patent Copyright License and Trademark Security Agreement#page5.tif source=Archer Patent Copyright License and Trademark Security Agreement#page6.tif source=Archer Patent Copyright License and Trademark Security Agreement#page7.tif source=Archer Patent Copyright License and Trademark Security Agreement#page8.tif source=Archer Patent Copyright License and Trademark Security Agreement#page9.tif source=Archer Patent Copyright License and Trademark Security Agreement#page10.tif source=Archer Patent Copyright License and Trademark Security Agreement#page11.tif source=Archer Patent Copyright License and Trademark Security Agreement#page12.tif source=Archer Patent Copyright License and Trademark Security Agreement#page13.tif source=Archer Patent Copyright License and Trademark Security Agreement#page14.tif source=Archer Patent Copyright License and Trademark Security Agreement#page15.tif source=Archer Patent Copyright License and Trademark Security Agreement#page16.tif source=Archer Patent Copyright License and Trademark Security Agreement#page17.tif	

THIS AGREEMENT (AS DEFINED BELOW) AND THE PRIORITY OF THE LIENS CREATED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF MARCH 31, 2008 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG FIFTH THIRD BANK, ARCHER CAPITAL FUND, L.P. AND THE OBLIGORS (AS DEFINED THEREIN). IN THE EVENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY PROVISION OF THE INTERCREDITOR AGREEMENT, SUCH PROVISION OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of March 31, 2008 by and among LION AVI HOLDINGS LLC, a Delaware limited liability company (" Holding"), NCP SOLUTIONS, LLC, a Delaware limited liability company ("Borrower" and, together with Holding, collectively, the "Obligors" and, individually, an "Obligor"), and ARCHER CAPITAL FUND, L.P. ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Loan and Security Agreement, dated as of the date hereof (as may be amended, modified or supplemented from time to time the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and Lender's commitments to make a term loan to Borrower that Obligors agree to enter into this Agreement;

NOW THEREFORE, in consideration of the premises, to induce Lender to enter into the Loan Agreement, to induce Lender to make a term loan to Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of each Obligor's Liabilities, each Obligor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Lender, as and by way of a second mortgage and security interest having priority over all other security interests (subject only to the lien in favor of the Senior Creditor (as defined in the Intercreditor Agreement)), with power of sale upon the occurrence

of an Event of Default, to the extent permitted by law, in all of such Obligor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Schedule B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Obligor and any other party, whether such Obligor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and hereby made a part hereof (all of the foregoing license agreements and such Obligor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of such Obligor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Each Obligor warrants and represents to Lender that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or, to the best of such Obligor's knowledge, License been cancelled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License is valid and enforceable;

(iii) such Obligor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation licenses, shop rights and covenants by such Obligor not to sue third persons;

(iv) such Obligor has adopted, used and is currently using all of the Trademarks;

(v) such Obligor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) such Obligor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as permitted under the Loan Agreement, each Obligor agrees that until such Obligor's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Obligor shall not, without the prior written consent of Lender, sell or assign its interest in, or grant any license or sublicense under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses, and such Obligor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

5. New Patents, Trademarks, and Licenses. Each Obligor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by such Obligor. If, before Obligor's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, any Obligor shall (i) become aware of any existing Patents, Trademarks or Licenses of which such Obligor has not previously informed Lender, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by amending Schedules A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of Obligors' Liabilities and the termination of the Financing Agreements. Each Obligor agrees that upon the occurrence of an Event of Default, the use by Lender of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Lender to Obligors.

7. Product Quality. Each Obligor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Lender, upon Lender's request from time to time, with a certificate of an officer of such Obligor certifying such Obligor's compliance with the foregoing. Upon the occurrence of an Event of Default, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Trademarks.

8. Release of Mortgage. This Agreement is made for collateral purposes only. Upon payment in full of Obligors' Liabilities and termination of the Financing Agreements, Lender shall execute and deliver to Obligors all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Obligors full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Lender pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Obligors. All fees, costs and expenses, of whatever kind or nature, including 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, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Obligors and shall be charged against the Liabilities.

10. Duties of Obligors. Each Obligor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until Obligors' Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Obligors' obligations under this Section 10 shall be borne by Obligors.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, each Obligor shall, 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 Obligors shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby authorizes Lender upon the occurrence 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 such Obligor's true and lawful attorney-in-fact, with power to (i) endorse such Obligor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Obligors' Liabilities shall have been paid in full and the Financing Agreements, have been terminated. Each Obligor 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. Lender shall have, 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 Illinois.

16. Binding Effect; Benefits. This Agreement shall be binding upon Obligors and their respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Agreement shall be deemed to have been executed and delivered in New York, New York, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of New York.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Each Obligor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Obligors contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

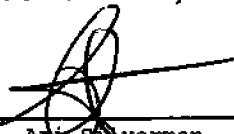
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

LION AVI HOLDINGS LLC

By: 
Name: Ari Silverman
Title: Authorized Signatory

NCP SOLUTIONS, LLC

By: 
Name: Ari Silverman
Title: Authorized Signatory

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in New York, New York.

ARCHER CAPITAL FUND, L.P.

By: Archer Partners GP, L.L.C., general partner
By: Canton GP Holdings, L.L.C., managing member

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

LION AVI HOLDINGS LLC

By: _____
Name: _____
Title: _____


NCP SOLUTIONS, LLC

By _____
Name _____
Title _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in New York, New York.

ARCHER CAPITAL FUND, L.P.

By: Archer Partners GP, L.L.C., general partner
By: Canton GP Holdings, L.L.C., managing member

By  _____
Name ERIC J. EDIDIN
Title MANAGING MEMBER

STATE OF Colorado)
)SS.
COUNTY OF Denver)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Ari Silverman personally known to me to be the manager of Lion AVI Holdings LLC, a Delaware limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 29 day of March, 2008.

(NOTARIAL SEAL)



Kim Wade
Notary Public

My Commission Expires: 12-13-08

STATE OF Colorado)
)SS.
COUNTY OF Denver)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Ari Silverman personally known to me to be the Manager of NCP Solutions, LLC, a Delaware limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 28 day of March,
2008.

(NOTARIAL SEAL)



Kim Wade
Notary Public

My Commission Expires: 12-13-08

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

A. REGISTERED PATENTS

FEDERAL REGISTRATION – NATIONAL COMPUTER PRINT, INC. D/B/A NCP SOLUTIONS				
TITLE	COUNTRY/ STATE	SERIAL/APPLICATION NUMBER & DATE	OWNER	STATUS
Secure System and Method for Providing Personal Identifier	United States	4,852,165 06/12/1987	National Computer Print, Inc.	Dead/Inactive
Fan-Folded, Multiple Coupon/Envelope From Set And Method of Making Same	United States	4,860,945 12/07/1987	National Computer Print, Inc.	Live/Active

B. PATENTS APPLICATIONS

SCHEDULE B**TRADEMARKS****A. REGISTERED TRADEMARKS**

FEDERAL REGISTRATION – NATIONAL COMPUTER PRINT, INC. D/B/A NCP SOLUTIONS				
MARK	COUNTRY/ STATE	SERIAL/ REGISTRATION NUMBER & DATE	OWNER	STATUS
PIN-SELECT	United States	74/010,609 12/14/1989	National Computer Print, Inc.	Live/Active
NCP SOLUTIONS	United States	78/675,505 07/21/2005	National Computer Print, Inc.	Dead/Inactive 12/26/2006
RIGHT 7	United States	78/721,041 09/27/2005	National Computer Print, Inc.	Dead/Inactive 10/06/2006
COMMUNICATIONS ON DEMAND	United States	78/641,523 06/01/2005	National Computer Print, Inc.	Dead/Inactive 06/29/2006
COMMUNICATE ON DEMAND	United States	78/641,514 06/01/2005	National Computer Print, Inc.	Dead/Inactive 06/22/2006
CODv	United States	78/641,499 06/01/2005	National Computer Print, Inc.	Dead/Inactive 01/03/2007
NCP SOLUTIONS YOUR CUSTOMER COMMUNICATIONS COMPANY*	United States	76/035,953 04/27/2000	National Computer Print, Inc.	Dead/Inactive 03/13/2002
POWER VIEW*	United States	75/649,366 03/01/1999	National Computer Print, Inc.	Dead/Inactive 02/11/2000
POWER DESIGN*	United States	75/642,009 02/17/1999	National Computer Print, Inc.	Dead/Inactive 02/10/2000
NCP NET*	United States	75/642,008 02/17/1999	National Computer Print, Inc.	Dead/Inactive 02/24/2000
POWER TRACK*	United States	75/642,007 02/17/1999	National Computer Print, Inc.	Dead/Inactive 02/10/2000
SMART CHECK*	United States	75/642,006 02/17/1999	National Computer Print, Inc.	Dead/Inactive 02/23/2000
SMART MAIL*	United States	75/642,005 02/17/1999	National Computer Print, Inc.	Dead/Inactive 02/23/2000

* Assignments Recorded: Security Interest - BMO Global Capital Solutions, Inc., as Administrative Agent

FEDERAL REGISTRATION - DOCUGLOBAL, LLC F/K/A DOCUGLOBAL ACQUISITION CO., LLC

MARK	COUNTRY/ STATE	SERIAL/ REGISTRATION NUMBER & DATE	OWNER	STATUS
DOCUGLOBAL*	United States	78/457,539 07/27/2004	DocuGlobal, LLC	Dead/Inactive 09/16/2005
DG REPORT*	United States	78/457,847 07/28/2004	DocuGlobal, LLC	Dead/Inactive 09/05/2005
DG COMPOSE*	United States	78/457,528 07/27/2004	DocuGlobal, LLC	Dead/Inactive 09/05/2005
DG COLLECT*	United States	78/457,086 07/27/2004	DocuGlobal, LLC	Dead/Inactive 09/03/2005
DC CORE*	United States	78/457,069 07/27/2004	DocuGlobal, LLC	Dead/Inactive 09/03/2005
DG OUTPUT*	United States	78/457,090 07/27/2004	DocuGlobal, LLC	Dead/Inactive 09/05/2005

* Assignments Recorded: Security Interest - BMO Global Capital Solutions, Inc., as Administrative Agent

FEDERAL REGISTRATION - THE THOMAS-JOHNSON COMPANY, INC.

MARK	COUNTRY/ STATE	SERIAL/ REGISTRATION NUMBER & DATE	OWNER	STATUS
AMERICAN COUPON COMPANY	United States	76/035,952 04/27/2000	The Thomas Johnson Company	Dead/Inactive 03/13/2002

FEDERAL REGISTRATION - PAYMENT TECHNOLOGIES, INC.

MARK	COUNTRY/ STATE	SERIAL/ REGISTRATION NUMBER & DATE	OWNER	STATUS
RECAP EXPRESS	United States	74/730,892 09/18/1995	Payment Technologies, Inc.	Dead/Inactive 01/23/1997
RECAP EXPRESS	United States	74/730,891 09/18/1995	Payment Technologies, Inc.	Dead/Inactive 01/23/1997
RECAP EXPRESS	United States	74/135,484 02/01/1991	Payment Technologies, Inc.	Dead/Inactive 01/18/1992
PAYTECH	United States	74/558,676 08/08/1994	Payment Technologies, Inc.	Dead/Inactive 07/18/1995

* Assignments Recorded: Security Interest

B. TRADEMARK APPLICATIONS

None.

SCHEDULE C

LICENSES

[None.]

SCHEDULE D

COPYRIGHTS

A. REGISTERED COPYRIGHTS

FEDERAL REGISTRATION -- PAYMENT TECHNOLOGIES, INC.				
TITLE OF WORK	NATURE OF AUTHORSHIP	REGISTRATION NUMBER	REGISTRATION DATE	OWNER

B. COPYRIGHT APPLICATIONS

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

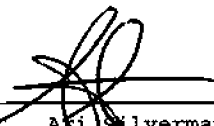
KNOW ALL MEN BY THESE PRESENTS, that Lion AVI Holdings LLC, a Delaware limited liability company ("Holding") and NCP Solutions, LLC, a Delaware limited liability company ("Borrower" and, together with Holding, collectively, the "Obligors" and, individually, an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated March 31, 2008 (the "Collateral Agreement"), each hereby appoints and constitutes Archer Capital Fund, L.P. ("Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

(1) Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, and C of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;


(2) To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Loan and Security Agreement, dated as of MARCH 31, 2008, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Loan and Security Agreement.

LION AVI HOLDINGS LLC

By: 
Name: Ari Silverman
Title: Authorized Signatory

NCP SOLUTIONS, LLC

By: 
Name: Ari Silverman
Title: Authorized Signatory