

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skylight Financial, Inc.		07/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn Street
Internal Address:	19th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3388583	SKYPOSIT
Serial Number:	77221900	ONLINE WAGE STATEMENTS
Serial Number:	77135409	SIMPLYSPEND
Registration Number:	2848978	BANK ACCOUNT IN A CARD
Registration Number:	2971626	SKYLIGHT FINANCIAL
Registration Number:	2887229	TERMPAY
Registration Number:	2595005	SKYLIGHT

CORRESPONDENCE DATA

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-8331  
 Email: HWRITM@hunton.com  
 Correspondent Name: Stephen P. Demm  
 Address Line 1: 951 East Byrd Street

CH \$190.00 3388583

Address Line 2: Riverfront Plaza, East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.1157
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	07/21/2008

**Total Attachments: 3**  
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## TRADEMARK SECURITY AGREEMENT

WHEREAS, SKYLIGHT FINANCIAL, INC., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, NetSpend Corporation and NetSpend Holdings, Inc. (collectively, "NetSpend Parties"), the lenders party thereto, and JPMorgan Chase Bank, National Association, as administrative agent ("Secured Party") are parties to an Amended and Restated Credit Agreement dated July 15, 2008 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to NetSpend Parties by Secured Party and the lenders party thereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 27, 2007 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among NetSpend Parties and Secured Party, NetSpend Parties have granted to Secured Party a security interest in substantially all the assets of NetSpend Parties including all right, title and interest of NetSpend Parties in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by NetSpend Parties' Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement); and

WHEREAS, Grantor is a newly-acquired subsidiary of NetSpend Holdings, Inc. and is required to execute this Trademark Security Agreement pursuant to the terms of the Credit Agreement, Grantor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to

the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

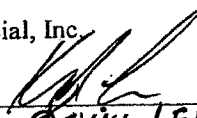
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 15<sup>th</sup> day of July, 2008.

Acknowledged:

**GRANTOR:**

Skylight Financial, Inc.

By:   
Name: DEVIN LEE  
Title: Chief Executive Officer

Schedule 1  
to Trademark  
Security Agreement

**U.S. Trademark Registrations**

<u>Mark</u>	<u>Owner</u>	<u>Serial or Reg. No.</u>
SKYPOST	Skylight Financial, Inc.	3,388,583
ONLINE WAGE STATEMENTS	Skylight Financial, Inc.	77/221,900
SIMPLYSPEND	Skylight Financial, Inc.	77/135,409
BANK ACCOUNT IN A CARD	Skylight Financial, Inc.	2,848,978
SKYLIGHT FINANCIAL	Skylight Financial, Inc.	2,971,626
TERMPAY	Skylight Financial, Inc.	2,887,229
SKYLIGHT	Skylight Financial, Inc.	2,595,005