

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAI ATM Industries, LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, Inc., formerly known as Wells Fargo Foothill, Inc., as Agent
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2834899	VISION 100
Registration Number:	2889345	TERMON
Registration Number:	2889346	TERMLITE
Registration Number:	2939806	WRG
Registration Number:	3034320	GENESIS
Registration Number:	3276105	WRG
Registration Number:	3294590	
Registration Number:	3311646	
Registration Number:	3342644	WRG
Registration Number:	3342645	WRG
Registration Number:	3390684	APOLLO

CORRESPONDENCE DATA

900154656

**TRADEMARK
 REEL: 004148 FRAME: 0710**

OP \$290.00 2834899

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8132
Email: linda.salera@Bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	02/12/2010

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of February, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., formerly known as Wells Fargo Foothill, Inc., in its capacity as agent for the Lender Group and Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Payment Alliance International, Inc., a Delaware corporation ("Parent"), and its Subsidiaries signatory thereto (together with Parent, collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of August 21, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PAI ATM INDUSTRIES, LLC,
a Delaware limited liability company

By: 

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004148 FRAME: 0715

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
formerly known as Wells Fargo Foothill, Inc.,
as Agent

By: 

Name: JOHN T. LEONARD

Title: SVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark/ Patent/ Copyright	Country	Goods and/or Services	Registration No.	Date Issued
VISION 100	United States	Self-service banking systems comprising automatic teller machines, self-service transaction devices, namely computers, computer network circuits, cards, and peripherals, computers, computer network circuits and cards for remote monitoring of automatic teller machines, and operating software for financial service applications, in Class 9	2,834,899	April 20, 2004
TERMON	United States	Computer software for remote and local monitoring of self-service banking systems, automatic teller machines, self-service transaction devices and components, in Class 9	2,889,345	September 28, 2004
TERMLITE	United States	Computer software for remote and local monitoring of self-service banking systems, automatic teller machines, self-service transaction devices and components, in Class 9	2,889,346	September 28, 2004
WRG (Stylized)	United States	Self-service banking systems, automatic teller machines, self-service transaction devices, components, computer software and upgrade kits therefore, namely, computers, computer network circuits, cards, peripherals, computers, computer network circuits and cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices, operating software for financial service applications and software for self-service transaction devices, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant computer network circuits and cards for self-service banking systems, automatic teller machines and self-service transaction devices, in Class 9	2,939,806	April 12, 2005

GENESIS	United States	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals, computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrades therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices, in Class 9	3,034,320	December 27, 2005
WRG (Stylized)	United States	Leasing and transaction processing associated with self-service banking systems, automatic teller machines, and self-service transaction devices, namely, processing credit card and debit card transactions associated with point of sale transactions, in Class 36; and Software development associated with self-service banking systems, automatic teller machines, and self-service transaction devices, in Class 42	3,276,105	August 7, 2007

<p>MISCELLANEOUS DESIGN (Arrow in circle)</p>	<p>United States</p>	<p>Credit card and debit card transaction processing services associated with self-service banking systems, automatic teller machines, self-service transaction devices and point of sale devices and leasing services associated with self-service banking, automatic teller machines, self-service transaction and point of sale devices, in Class 36;</p> <p>Repair and installation of self-service banking systems, automatic teller machines and self-service transaction devices and components of such devices, in Class 37;</p> <p>Custom manufacture of self-service banking systems, automatic teller machines and self-service transaction devices, in Class 40; and</p> <p>Software development associated with self-service banking systems, automatic teller machines, and self-service transaction devices, in Class 42</p>	<p>3,294,590</p>	<p>September 18, 2007</p>
<p>MISCELLANEOUS DESIGN (Arrow in circle)</p>	<p>United States</p>	<p>Automatic teller machines, self-service transaction devices, components, computer software and kits therefore, namely, computers, computer network circuits and cards, peripherals, and computers, computer network circuits and cards for remote monitoring of automatic teller machines and self-service transaction devices operating software for financial service applications and software for automatic teller machines and self-service transaction devices; and security hardware consisting of tamper resistant computer network circuits and cards for automatic teller machines and self-service transaction devices, in Class 9</p>	<p>3,311,646</p>	<p>October 16, 2007</p>

WRG and design (Arrow in circle)	United States	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices, in Class 9	3,342,644	November 27, 2007
WRG	United States	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices, in Class 9	3,342,645	November 27, 2007

APOLLO	United States	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices, in Class 9	3,390,684	March 4, 2008
WRG and design	Australia	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices, in Class 9	1172946	April 26, 2007

WRG	Canada	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices.	TMA7313 98	December 22, 2008
WRG and design	Canada	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices.	TMA7313 97	December 22, 2008

APOLLO	Canada	Automated self-service banking machines; automatic teller machines; self-service transaction devices and components, namely, computers, computer network circuits, electronic circuit cards, computer peripherals; computers, computer network circuits and network cards for remote monitoring of self-service banking systems, automatic teller machines and self-service transaction devices; operating software for the foregoing and upgrade software therefore; operating software for financial service applications and operating software for self-service banking systems, automatic teller machines and self-service transaction devices, and security hardware consisting of tamper resistant and tamper evident computer network circuits and microchip cards for self-service banking systems, automatic teller machines and self-service transaction devices.	TMA7508 91	October 22, 2009
WRG and design	Mexico	Substantially same goods as above	1004859	September 28, 2007