

**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
TRITON SYSTEMS OF DELAWARE, LLC (as successor by merger to TRITON ATMS LLC)		03/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	DOVER GLOBAL HOLDINGS, INC.
Street Address:	501 Silverside Road
Internal Address:	Suite 5
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19809
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3068319	TRITON
Registration Number:	3071147	TRITON
Registration Number:	3068283	TRITON
Registration Number:	3070989	TRITON
Registration Number:	3070985	TRITON
Registration Number:	2507246	TRITON
Registration Number:	2744832	TRITON CONNECT
Registration Number:	2815682	ATMJR.
Registration Number:	2831882	TRITON WAVES
Registration Number:	2867861	TRITON WHERE MONEY COMES FROM
Serial Number:	77771629	ATMGURUS
Serial Number:	77831655	GURU U GURU UNIVERSITY

CH \$590.00 3068319

Serial Number:	77831093	GURUS
Serial Number:	77831095	GURUS
Serial Number:	77831105	GURU UNIVERSITY
Serial Number:	77831121	GURU CERTIFIED PARTS
Serial Number:	77831133	GURU GUARANTEE REPAIR
Serial Number:	77831075	ATMGURUS
Serial Number:	77831080	ATMGURUS
Serial Number:	77831086	ATMGURUS
Serial Number:	77854862	VERSALINK
Serial Number:	77854858	VERSASAFE
Serial Number:	77756303	ATM OUTFITTERS

**CORRESPONDENCE DATA**

Fax Number: (617)345-1300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-345-1341  
Email: matm@nixonpeabody.com  
Correspondent Name: Michelle A. Massicotte  
Address Line 1: 100 Summer Street  
Address Line 2: Nixon Peabody LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	036838-1
NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	04/05/2010

Total Attachments: 8  
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**EXECUTION**

FIRST AMENDED AND RESTATED  
SUBORDINATED SECURITY AGREEMENT (TRADEMARKS)

This FIRST AMENDED AND RESTATED SUBORDINATED SECURITY AGREEMENT (TRADEMARKS) (this "**Agreement**") is made as of March 17, 2010, by and between TRITON SYSTEMS OF DELAWARE, LLC, a Delaware limited liability company (as successor by merger to TRITON ATMS LLC, a Delaware limited liability company) (the "**Debtor**") and DOVER GLOBAL HOLDINGS, INC., a Delaware corporation (the "**Secured Party**").

All capitalized terms not defined herein but defined in the First Amended and Restated Subordinated Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Subordinated Security Agreement-All Assets**") by and among the Debtor, all of the Domestic Subsidiaries of the Debtor (said Domestic Subsidiaries, together with the Debtor, are hereinafter sometimes referred to collectively as the "**Borrowers**") and the Secured Party, shall have the meanings given to such terms in the "**Subordinated Security Agreement-All Assets**".

**Preliminary Statements:**

WHEREAS, the Borrowers have requested that the Secured Party make a certain loan (the "**Loan**") to the Borrowers, to be evidenced by that certain First Amended and Restated Subordinated Term Note, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Note**") from the Borrowers made payable to the order of the Secured Party in the original principal amount of SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00); and

WHEREAS, the Debtor is a party to that certain Subordinated Security Agreement (Trademarks) dated as of March [16], 2010 (the "**Existing Subordinated Security Agreement (Trademarks)**"), by and between the Debtor and the Secured Party; and

WHEREAS, the Debtor owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Trademarks**"); and

WHEREAS, in order to induce the Secured Party to make the Loan to the Borrowers, and as a supplement to the Subordinated Security Agreement-All Assets, the Secured Party has requested, and the Debtor has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Party to make the Loan to the Borrowers and in consideration thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party that the Existing Subordinated Security Agreement (Trademarks) is hereby amended, restated and superseded in its entirety to read as follows:


1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Debtor does hereby grant to the Secured Party a continuing security interest in and to the Trademarks and all General Intangibles connected with the use of or related to any and all Trademarks (including without limitation, all goodwill

of the Debtor and its business, products and services appurtenant to, associated with or symbolized by any and all Trademarks and the use thereof), together with all registrations of the Trademarks and the applications therefor, all in accordance with the terms and provisions of the Subordinated Security Agreement-All Assets.

2. The Debtor and the Secured Party hereby expressly acknowledge and agree that all of the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Subordinated Security Agreement-All Assets.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

TRITON SYSTEMS OF DELAWARE, LLC  
(as successor by merger to TRITON ATMS  
LLC)

By:   
Name: Matthew L. ...  
Title: ...

DOVER GLOBAL HOLDINGS, INC.

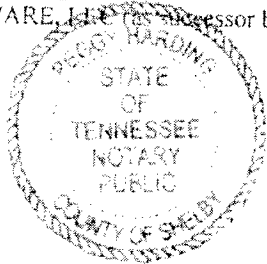
By: \_\_\_\_\_  
Name:  
Title:

[Signature page for First Amended and Restated Trademark Security Agreement]

STATE OF Tennessee

Shelby County, ss.

On this 17 day of March, 2010, before me, the undersigned notary public, personally appeared Cornell Daryl Charles of TRITON SYSTEMS OF DELAWARE, LLC (as successor by merger to TRITON ATMS LLC), proved to me through satisfactory evidence of identification which was his or her driver's license, to be the person whose name is on the foregoing First Amended and Restated Subordinated Security Agreement (Trademarks), and acknowledged to me that he or she signed it voluntarily, for and on behalf of TRITON SYSTEMS OF DELAWARE, LLC (as successor by merger to TRITON ATMS LLC), for its stated purpose.



Peggy Harding  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]  
My Commission Expires Sept. 18, 2013

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_ day of March, 2010, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of DOVER GLOBAL HOLDINGS, INC., proved to me through satisfactory evidence of identification which was his or her driver's license, to be the person whose name is on the foregoing First Amended and Restated Subordinated Security Agreement (Trademarks), and acknowledged to me that he or she signed it voluntarily, for and on behalf of DOVER GLOBAL HOLDINGS, INC., for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

TRITON SYSTEMS OF DELAWARE, LLC  
(as successor by merger to TRITON ATMS  
LLC)

By: \_\_\_\_\_  
Name:  
Title:

DOVER GLOBAL HOLDINGS, INC.

By: *Thomas Callahan*  
Name: *Thomas Callahan*  
Title: *Authorized Person*

[Signature page for First Amended and Restated Trademark Security Agreement]

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_ day of March, 2010, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of TRITON SYSTEMS OF DELAWARE, LLC (as successor by merger to TRITON ATMS LLC), proved to me through satisfactory evidence of identification which was his or her driver's license, to be the person whose name is on the foregoing First Amended and Restated Subordinated Security Agreement (Trademarks), and acknowledged to me that he or she signed it voluntarily, for and on behalf of TRITON SYSTEMS OF DELAWARE, LLC (as successor by merger to TRITON ATMS LLC), for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

STATE OF NEW YORK

NEW YORK County, ss.

On this \_\_\_ day of March, 2010, before me, the undersigned notary public, personally appeared Thomas Callahan Authorized Person of DOVER GLOBAL HOLDINGS, INC., proved to me through satisfactory evidence of identification which was his or her driver's license, to be the person whose name is on the foregoing First Amended and Restated Subordinated Security Agreement (Trademarks), and acknowledged to me that he or she signed it voluntarily, for and on behalf of DOVER GLOBAL HOLDINGS, INC., for its stated purpose.

Maria M. Lonks  
\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

MARIA M. LONKS  
Notary Public State of New York  
No. 01LO4825571  
Qualified In New York County  
Commission Expires July 31, 2013



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FIRST AMENDED AND RESTATED  
SUBORDINATED SECURITY AGREEMENT (TRADEMARKS)

by and between

TRITON SYSTEMS OF DELAWARE, LLC  
(as successor by merger to TRITON ATMS LLC)

(the “**Debtor**”)

and

DOVER GLOBAL HOLDINGS, INC.  
(the “**Secured Party**”)

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List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Debtor:

No.	Registration No.	Registration Date	Serial No.	Filing Date	Trademark
1.	3068319	3/14/06	78-641000	6/1/05	Triton Block Letters
2.	3071147	3/21/06	78-640968	6/1/05	Triton Block Letters
3.	3068283	3/14/06	78-598047	3/30/05	Triton and design
4.	3070989	3/21/06	78-598024	3/30/05	Triton and design
5.	3070985	3/21/06	78-597932	3/30/05	Triton and design
6.	2507246	11/13/01	78-039905	12/19/00	TRITON
7.	2744832	7/29/03	78-040591	12/26/00	TRITON Connect
8.	2815682	2/17/04	78-040348	12/21/00	ATMJR.
9.	2831882	4/13/04	78-172531	10/9/02	Triton Waves
10.	2867861	7/27/04	78-171731	10/7/02	Triton Where Money Comes From
11.	N/A	N/A	77-771629	6/30/09	ATM GURU Block Letters
12.	N/A	N/A	77-831655	9/22/09	Guru U Guru University And Design
13.	N/A	N/A	77-831093	9/21/09	Gurus Block Letters
14.	N/A	N/A	77-831095	9/21/09	Gurus Block Letters
15.	N/A	N/A	77-831105	9/21/09	Guru University Block Letters
16.	N/A	N/A	77-831121	9/21/09	Guru Certified Parts And

					Design
17.	N/A	N/A	77-831133	9/21/09	Guru Guarantee Repair And Design
18.	N/A	N/A	77-831075	9/21/09	ATMGURUS Block Letters
19.	N/A	N/A	77-831080	9/21/09	ATMGURUS and Design
20.	N/A	N/A	77-831086	9/21/09	ATMGURUS and Design
21.	N/A	N/A	77-854862	10/22/09	VERSALINK Block Letters
22.	N/A	N/A	77-854858	10/22/09	VERSASAFE Block Letters
23.	N/A	N/A	77-756303	6/10/09	ATM Outfitters Block Letters

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