

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
AT Systems, Inc.		03/12/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank, as Agent
Street Address:	77 King Street West, 18th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2671415	AT SYSTEMS
Registration Number:	2642277	AT SYSTEMS
Registration Number:	2986215	AT SYSTEMS
Registration Number:	3128920	AUTOVEND
Registration Number:	2821984	CASHLINK
Registration Number:	2957995	EVEN XCHANGE
Registration Number:	3086071	EVEN XCHANGE
Registration Number:	3160975	RETAIL DIRECT
Serial Number:	77786260	CASHSMART

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa

900161539

**TRADEMARK
 REEL: 004200 FRAME: 0746**

CH \$240.00 2671415

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1929496

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 05/06/2010

Total Attachments: 4
source=2808822#page1.tif
source=2808822#page2.tif
source=2808822#page3.tif
source=2808822#page4.tif

TRADEMARK COLLATERAL AGREEMENT

This 12th day of March, 2010, AT SYSTEMS, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 301 North Lake Avenue, Suite 600, Pasadena, California 91101, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to THE TORONTO-DOMINION BANK ("*TD*") with its mailing address at 77 King Street West, 18th Floor, Toronto, Ontario M5K 1A2 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (TD, acting as such administrative agent, and any successor(s) or assign(s) to TD acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations (as such term is defined in the Security Agreement defined below) of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

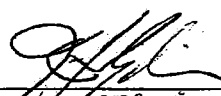
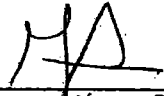
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AT SYSTEMS, INC.

By 
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By  
Name J.F. Gordon YVES BERGERON
Title V.P. MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.
AT SYSTEMS	2671415
AT SYSTEMS (stylized)	2642277
AT SYSTEMS and design (knight head)	2986215
AUTOVEND	3128920
CASHLINK	2821984
EVEN XCHANGE	2957995
EVEN XCHANGE and design	3086071
RETAIL DIRECT	3160975

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION
CASHSMART	77 / 786260