

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOZIDO, LLC		08/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MOBILE TECH INVESTMENTS, LLC		
<b>Street Address:</b>	FIVE CONCOURSE PARKWAY		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77937678	MOZIDO	
<b>Serial Number:</b>	77890610	MOZIDO MULTI CHANNEL TRANSACTION SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	006424.110996		
<b>NAME OF SUBMITTER:</b>	Michael J. Brignati, Ph.D.		

OP \$65.00 77937678

**900170437**

**TRADEMARK  
 REEL: 004268 FRAME: 0891**

Signature:	/Michael J. Brignati 60,890/
Date:	08/27/2010
Total Attachments: 5 source=MOZIDO_IP_SECURITY_AGREEMENT#page1.tif source=MOZIDO_IP_SECURITY_AGREEMENT#page2.tif source=MOZIDO_IP_SECURITY_AGREEMENT#page3.tif source=MOZIDO_IP_SECURITY_AGREEMENT#page4.tif source=MOZIDO_IP_SECURITY_AGREEMENT#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of August 27, 2010 by **MOZIDO, LLC**, a Delaware limited liability company (the "*Grantor*"), in favor of **MOBILE TECH INVESTMENTS, LLC**, a Georgia limited liability company ("*Secured Party*").

### WITNESSETH:

WHEREAS, Secured Party has made certain loans and investments in Grantor pursuant to that certain Note Purchase Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Note Purchase Agreement*"), by and among Grantor, Affinity Holding, LLC, and Secured Party; and

WHEREAS, in connection with the Note Purchase Agreement, Grantor and Secured Party entered into that certain Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among Grantor, Affinity Holding, LLC, and Secured Party, pursuant to which Grantor granted to Secured Party a lien on and security interest in, among other things, certain trademarks and trademark applications, including without limitation those trademarks and trademark applications described on Exhibit A attached hereto and incorporated herein by reference (the "*Marks*") as security for performance of the Obligations (as defined therein);

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Note Purchase Agreement with Grantor, Grantor hereby agrees with Secured Party as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### *Section 2. Grant of Security Interest in Trademark Collateral*

Grantor, as collateral security for the full, prompt and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Marks;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against any third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or any trademark licensed under any Trademark License.

***Section 3. Security Agreement***

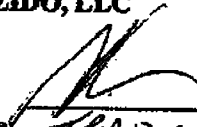
The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the security interest granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted thereunder 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

Very truly yours,

MOZIDO, LLC

By:   
Name: ERAD. LEWY  
Title: EVP & CFO

Accepted and Agreed as of the date first above written:

MOBILE TECH INVESTMENTS, LLC

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

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, 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.

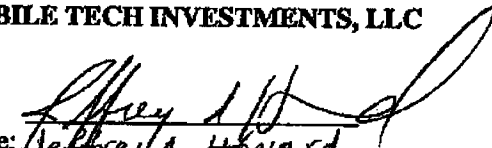
Very truly yours,

**MOZIDO, LLC**

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

Accepted and Agreed as of the date first above written:


**MOBILE TECH INVESTMENTS, LLC**

By:   
Name: Jeffrey A. Howard  
Title: manager

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOZIDO (Pending)	77/937,678	02/17/2010
 (Pending)	77/890,610	12/10/2009