

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
NetSpend Corporation		09/24/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent for the Lenders
Street Address:	303 Peachtree Street, N.E.
Internal Address:	3rd Floor, Attn: David Bennett
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2700575	ALL-ACCESS
Registration Number:	2800491	BETTER THAN CASH
Registration Number:	3725257	MONEY A NEW WAY. A BETTER WAY.
Registration Number:	2766799	NETSPEND
Registration Number:	2794625	NETSPEND
Registration Number:	2771629	NETSPEND
Registration Number:	2775553	NETSPEND
Serial Number:	77740107	NETSPEND PREMIER

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-581-8275
 Email: srbrown@jonesday.com
 Correspondent Name: Sidney R. Brown

900172616

**TRADEMARK
 REEL: 004286 FRAME: 0082**

OP \$215.00 2700575

Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640022
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	09/29/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

NETSPEND CORPORATION

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between NETSPEND CORPORATION (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of September 24, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Administrative Agent, and the Lenders.

RECITALS:

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of September 24, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and Security Interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark Licenses, and all products and Proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the 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 ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark License, including, without limitation, any trademark or Trademark

Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the Security Termination, the Lien and security interest granted hereunder shall automatically terminate and the Administrative Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 21st day of September, 2010.

GRANTOR:

NETSPEND CORPORATION, as the Grantor

By: 

George W. Gresham
Chief Financial Officer

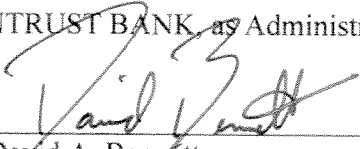
[NETSPEND – TRADEMARK SECURITY AGREEMENT]

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ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By:



David A. Bennett
Vice President

[NETSPEND - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004286 FRAME: 0087

Schedule 1

to

Trademark Security Agreement

FEDERAL TRADEMARKS

Mark	Filing Date	Jurisdiction(s) and Office Where Registered / Applied For	Registration Number / Application Number
ALL-ACCESS	6/21/2002	USA	2,700,575
BETTER THAN CASH	2/20/2003	USA	2,800,491
MONEY A NEW WAY. A BETTER WAY.	5/19/2009	USA	3,725,257
NETSPEND	6/21/2002	USA	2,766,799
NETSPEND	6/21/2002	USA	2,794,625
NETSPEND & Design	6/21/2002	USA	2,771,629
NETSPEND & Design	6/21/2003	USA	2,775,553
NETSPEND PREMIER	5/19/2009	USA	77/740,107