

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
MOZIDO, LLC		01/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MOBILE TECH INVESTMENTS, LLC		
Street Address:	FIVE CONCOURSE PARKWAY		
Internal Address:	SUITE 400		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77937678	MOZIDO	
Serial Number:	85200596	MOZIDO MULTI CHANNEL TRANSACTION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3943		
Email:	dean.shahriari@troutmansanders.com		
Correspondent Name:	Dean Y. Shahriari, Ph.D.		
Address Line 1:	Troutman Sanders LLP		
Address Line 2:	600 Peachtree Street, NE -- Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	006424.110996		
NAME OF SUBMITTER:	Dean Y. Shahriari, Ph.D.		

OP \$65.00 77937678

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**TRADEMARK
 REEL: 004466 FRAME: 0359**

Signature:	/Dean Y. Shahriari 56783/
Date:	02/02/2011
Total Attachments: 5 source=Mozido_Amended_Restated_Trademark_Security_Agmt#page1.tif source=Mozido_Amended_Restated_Trademark_Security_Agmt#page2.tif source=Mozido_Amended_Restated_Trademark_Security_Agmt#page3.tif source=Mozido_Amended_Restated_Trademark_Security_Agmt#page4.tif source=Mozido_Amended_Restated_Trademark_Security_Agmt#page5.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of January 28, 2011 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 Amended and Restated Note Purchase Agreement, dated of even date herewith (as further 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, Affinity Holding, LLC and Secured Party entered into that certain Amended and Restated 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.

Section 4. Amendment and Restatement


This Agreement amends and restates that certain Trademark Security Agreement, dated as of August 27, 2010 (the "***Original Trademark Security Agreement***"), executed by Grantor in favor of Secured Party in its entirety. Grantor hereby acknowledges and agrees that (i) the Uniform Commercial Code financing statements, other security agreements, guarantees, and other agreements, documents and instruments evidencing or otherwise relating to the Original Trademark Security Agreement shall remain in full force and effect, without waiver or modification, notwithstanding the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated by this Agreement; and (ii) reaffirms each of its agreements and obligations owing under each of the agreements, documents and instruments evidencing or otherwise relating to the Original Trademark Security Agreement. This Agreement is not a novation.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated 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: DRA D. L. BUY
Title: EVPR & CFO

Accepted and Agreed as of the date first above written:

MOBILE TECH INVESTMENTS, LLC

By: _____
Name:
Title:

[Signature Page to Amended and Restated Trademark Security Agreement]

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

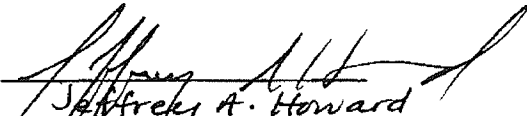
Very truly yours,

MOZIDO, LLC

By: _____
Name:
Title:

Accepted and Agreed as of the date first above written:


MOBILE TECH INVESTMENTS, LLC

By: 
Name: Gregory A. Howard
Title: President

[Signature Page to Amended and Restated 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
	77/890,610	12/10/2009
(Abandoned)		
MOZIDO MULTI CHANNEL TRANSACTION SERVICES (Pending)	85/200,956	12/17/2010