

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
Cardworks, Inc.		03/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WTH 2011		
Street Address:	101 Crossways Park West		
City:	Woodbury		
State/Country:	NEW YORK		
Postal Code:	11797		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2358205	CARDWORKS	
Registration Number:	3045197	MERRICK BANK	
Registration Number:	3785392	CARDWORKS	
Registration Number:	3563016	CARDWORKS	
Registration Number:	1798291	CARDSMART	
Registration Number:	3144461	CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128189200		
Email:	mlerner@ssbb.com		
Correspondent Name:	Mark Lerner		
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Address Line 4:	New York, NEW YORK 10169-0079		

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ATTORNEY DOCKET NUMBER:	105439.10
NAME OF SUBMITTER:	Mark Lerner
Signature:	/mark lerner/
Date:	03/30/2011
Total Attachments: 4 source=recordation372011#page1.tif source=recordation372011#page2.tif source=recordation372011#page3.tif source=recordation372011#page4.tif	

SECURITY INTEREST IN REGISTERED TRADEMARKS

THIS SECURITY INTEREST IN REGISTERED TRADEMARKS (“*Security Interest in Registered Trademarks*”) dated as of March 01, 2011, is made by CardWorks, Inc., a Delaware corporation (the “*Grantor*”), in favor of WTH 2011, LLC, a Delaware limited liability company, with an address at 101 Crossways Park West, Woodbury, NY 11797 (the “*Grantee*”), under the Security Agreement described below.

WHEREAS, Grantor has guaranteed to Grantee the obligations of CardWorks, L.P., a Delaware limited partnership under that certain Amended and Restated Credit Agreement dated as of the date hereof (the “*Credit Agreement*”); and

WHEREAS, to secure such guaranty, the Grantor entered into a Pledge and Security Agreement dated as of June 29, 2007(as the same has been supplemented or amended from time to time through the date hereof, the “*Security Agreement*”) under which the Grantee has a continuing first priority security interest in, among other things, the registered trademarks set forth on Schedule A hereto (the “*Registered Trademarks*”); and

WHEREAS, the Grantor wishes to execute and deliver this Security Interest in Registered Trademarks to evidence its grant of such security interests in the Registered Trademarks for filing with the United States Patent and Trademark Office (“*PTO*”);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest in Registered Trademarks, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the Secured Obligations of the Grantor, the Grantor hereby grants to the Grantee a continuing security interest in all of the Grantor’s right, title, and interest in and to the Registered Trademarks.

SECTION 3. Purpose. This Security Interest in Registered Trademarks has been executed and delivered by the Grantor for the purpose of registering with the PTO the grant of a security interest in the Registered Trademarks. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Grantee under the Security Agreement with respect to the Registered Trademarks. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Registered Trademarks granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference as if fully set forth herein.

SECTION 5. Filing this Security Interest in Registered Trademarks. The Grantor, when it files this Security Interest in Registered Trademarks with the PTO, shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for Registered Trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement, and (ii) provide the Grantee with copies of such filings.

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IN TESTIMONY WHEREOF, the Grantor has caused this Security Interest in Registered Trademarks to be executed by the undersigned thereunto duly authorized as of the date first above written.

CARDWORKS, INC.

By: Donald Berman
Name: Donald Berman
Title: Chief Executive Officer

STATE OF NEW YORK)
 : ss
COUNTY OF NEW YORK)

On this 7th day of March, 2011, there appeared before me, Donald Berman, personally known to me, who acknowledged that he signed the foregoing Security Interest In Registered Trademarks as his voluntary act and deed on behalf and with full authority of CardWorks, Inc.

Susan Gries

SUSAN GRIES
Notary Public, State of New York
Registration #01GR6140697
Qualified In Suffolk County
Commission Expires February 6, 2014

**SCHEDULE A
TO
SECURITY INTEREST IN REGISTERED TRADEMARKS**

<u>Title</u>	<u>Registration Number</u>
CardWorks	2,358,205
Merrick Bank	3,045,197
CardWorks	3,785,392
CardWorks	3,563,016
Cardsmart	1,798,291
Cardsystems the Power of the Right Solution	3,144,461