

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		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MOBILE TECH INVESTMENTS, LLC		
Street Address:	5 CONCOURSE PARKWAY		
Internal Address:	SUITE 400		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85420847	THE CLOUD PAYMENT NETWORK	
Serial Number:	85429625	CLOUD ADVERTISING	
Serial Number:	85429640	CLOUD ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6729		
Email:	jihan.jenkins@troutmansanders.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	JIHAN A.R. JENKINS		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	006424.110996		

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**TRADEMARK
 REEL: 004670 FRAME: 0372**

NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	12/02/2011
Total Attachments: 5 source=Executed Supplemental Trademark Security Agreement#page1.tif source=Executed Supplemental Trademark Security Agreement#page2.tif source=Executed Supplemental Trademark Security Agreement#page3.tif source=Executed Supplemental Trademark Security Agreement#page4.tif source=Executed Supplemental Trademark Security Agreement#page5.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made as of November 18, 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*”).

W I T N E S S E T H:

WHEREAS, Secured Party has made certain loans and investments in Grantor pursuant to that certain Second Amended and Restated Note Purchase Agreement, dated as of August 8, 2011 (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, the obligations of the Grantor under the Note Purchase Agreement are secured by that certain Amended and Restated Security Agreement, dated January 28, 2011 (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 then held or after-acquired, 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: Ira D. Levy

Title: Executive Vice President, Chief
Financial Officer and Secretary

Accepted and Agreed as of the date first above written:

MOBILE TECH INVESTMENTS, LLC

By: _____

Name: Jeffrey Howard

Title: President

[Trademark Security Agreement]

TRADEMARK
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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.

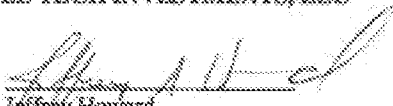
Very truly yours,

MOZIDO, LLC

By: _____
Name: Ira D. Levy
Title: Executive Vice President, Chief
Financial Officer and Secretary

Accepted and Agreed as of the date first above written:

MOBILE TECH INVESTMENTS, LLC

By: 
Name: Jeffrey Howard
Title: President

[Trademark Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
THE CLOUD PAYMENT NETWORK	85/420847	9/12/2011
CLOUD ADVERTISING	85/429625	9/22/2011
CLOUD ENTERTAINMENT	85/429640	9/22/2011