

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOZIDO, LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FAMILY MOBILE, LLC
<b>Street Address:</b>	245 COMMERCIAL STREET
<b>City:</b>	PORTLAND
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04101
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	85331040	THE GLOBAL PAYMENT SYSTEM
Serial Number:	85331257	VIRTUAL PAYMENTS
Serial Number:	85331266	CLOUD PAYMENTS
Serial Number:	85334177	CLOUD WALLET
Serial Number:	85334185	CWALLET
Serial Number:	85334180	VIRTUAL WALLET
Serial Number:	85334188	VWALLET
Serial Number:	85347372	MOZIDO
Serial Number:	85346231	SKY WALLET
Serial Number:	85346233	GLOBAL WALLET
Serial Number:	77890610	MOZIDO MULTI CHANNEL TRANSACTION SERVICES
Serial Number:	85200596	MOZIDO MULTI CHANNEL TRANSACTION SERVICES
Serial Number:	85378741	CLOUD RX
Serial Number:	85378755	CLOUD PHARMACY

**TRADEMARK**

**900208447**

**REEL: 004670 FRAME: 0388**

**CH \$615.00 85331040**

Serial Number:	85378777	CLOUD REMITTANCE
Serial Number:	85378792	CLOUD REMIT
Serial Number:	85378725	CLOUD BILLPAY
Serial Number:	85378768	CLOUD PAY
Registration Number:	3936545	MOZIDO
Serial Number:	85420847	THE CLOUD PAYMENT NETWORK
Serial Number:	85429625	CLOUD ADVERTISING
Serial Number:	85429640	CLOUD ENTERTAINMENT
Serial Number:	85310298	BANKING THE REST OF THE WORLD
Serial Number:	85331036	THE GLOBAL PAYMENT NETWORK

**CORRESPONDENCE DATA**

Fax Number: (404)962-6729  
 Email: jihan.jenkins@troutmansanders.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 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
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	12/02/2011

Total Attachments: 6  
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 source=Executed Trademark Security Agreement#page4.tif  
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**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED OR MODIFIED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”), DATED AS OF NOVEMBER 18, 2011, BETWEEN MOBILE TECH INVESTMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY (“SENIOR CREDITOR”), AND FAMILY MOBILE, LLC, A FLORIDA LIMITED LIABILITY COMPANY (“SUBORDINATED CREDITOR”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE ISSUER PURSUANT TO ANY NOTES ISSUED TO THE SENIOR CREDITOR UNDER THAT CERTAIN SECOND AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, DATED AS OF AUGUST 8, 2011 (AS MAY BE FURTHER AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SENIOR NOTE PURCHASE AGREEMENT”), AMONG MOZIDO, LLC, AS ISSUER, AFFINITY HOLDING, LLC, AS GUARANTOR, AND SENIOR CREDITOR, AND TO ANY INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR NOTE PURCHASE AGREEMENT, IN EACH CASE TO THE EXTENT PERMITTED BY THE SUBORDINATION AGREEMENT, AND EACH ASSGINEE OF THE SUBORDINATED CREDITOR IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

#### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of November 18, 2011 by **MOZIDO, LLC**, a Delaware limited liability company (the “*Grantor*”), in favor of **FAMILY MOBILE, LLC**, a Florida 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 Subordinated Note Purchase Agreement, dated of even date herewith (as further amended, restated, supplemented or otherwise modified from time to time, the “*Subordinated Note Purchase Agreement*”), by and among Grantor, Affinity Holding, LLC, Michael A. Liberty, Mobile Tech Investments, LLC

and Secured Party; and

WHEREAS, the obligations of the Grantor under the Subordinated Note Purchase Agreement are secured by that certain Security Agreement, dated November 18, 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 Subordinated 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***

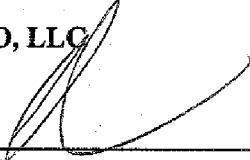
The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the security interest granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security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

**FAMILY MOBILE, LLC**

By: \_\_\_\_\_  
Name: Michael A. Liberty  
Title: Manager

IN WITNESS WHEREOF, Grantor has caused this 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: Ira D. Levy  
Title: Executive Vice President, Chief  
Financial Officer and Secretary


Accepted and Agreed as of the date first above written:

**FAMILY MOBILE, LLC**

By:   
Name: Michael A. Liberty  
Title: Manager

SCHEDULE A

Trademarks

Case Ref	Application No. / Registration No.	Application Date / Registration Date	Title	Case Status	Country
18756.10	85/331040	5/26/2011	THE GLOBAL PAYMENT SYSTEM	Abandoned by client	United States of America
18756.11	85/331257	5/26/2011	VIRTUAL PAYMENTS	Pending - Office Action due 2/19/12	United States of America
18756.12	85/331266	5/26/2011	CLOUD PAYMENTS	Pending - Office Action due 2/19/12	United States of America
18756.13	85/334177	5/31/2011	Cloud Wallet	Pending - Office Action due 2/19/12	United States of America
18756.14	85/334180	5/31/2011	Virtual Wallet	Abandoned by client	United States of America
18756.15	85/334185	5/31/2011	CWALLET	Pending - Published	United States of America
18756.16	85/334188	5/31/2011	V Wallet	Abandoned by client	United States of America
18756.17	85/347372	6/15/2011		Pending - Office Action due 4/3/12	United States of America
18756.18	85/346231	6/14/2011	SKY WALLET	Pending - Published	United States of America
18756.19	85/346233	6/14/2011	GLOBAL WALLET	Pending - Office Action due 4/3/12	United States of America
18756.2	77/890610	12/10/2009	MOZIDO MULTI CHANNEL TRANSACTION SERVICE ETC.	Abandoned by client	United States of America
18756.2.1	85/200596	12/17/2010		Abandoned by client	United States of America
18756.24	85/378741	7/22/2011	CLOUD RX	Pending	United States of America
18756.25	85/378755	7/22/2011	CLOUD PHARMACY	Pending	United States of America
18756.26	85/378777	7/22/2011	CLOUD REMITTANCE	Pending	United States of America
18756.27	85/378792	7/22/2011	CLOUD REMIT	Pending	United States of America
18756.28	85/378725	7/22/2011	CLOUD BILLPAY	Pending	United States of America
18756.29	85/378768	7/22/2011	CLOUD PAY	Pending	United States of America

18756.32	77/937678 / 3936545	2/17/2010 / 3/29/2011	MOZIDO	Registered	United States of America
18756.32A	Pending	10/00/2011	Mozido	Filed - Pending	Ecuador
18756.32B			Mozido	Not yet filed	Kuwait
18756.32C	04-2011-011898	10/4/2011	Mozido	Filed - Pending	Philippines
18756.33	85/420847	9/12/2011	THE CLOUD PAYMENT NETWORK	Pending	United States of America
18756.34	85/429625	9/22/2011	CLOUD ADVERTISING	Pending	United States of America
18756.35	85/429640	9/22/2011	CLOUD ENTERTAINMENT	Pending	United States of America
18756.5	85/310298	5/2/211	BANKING THE REST OF THE WORLD	Pending - Published	United States of America
18756.9	85/331036	5/26/2011	THE GLOBAL PAYMENT NETWORK	Abandoned by client	United States of America