

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
Capital Payments, LLC		04/13/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Financial Partners Fund I, L.P.		
Street Address:	339 Park Avenue, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3251601	BLUEFIN	
Registration Number:	3090144	QUICKSWIPE	
Registration Number:	2966342	BLUEFIN PAYMENT SYSTEMS	
Registration Number:	3151017	SWIPE OVER IP	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6508134800		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	P.O. Box 390460		
Address Line 4:	Mountain View, CALIFORNIA 94039-0460		
ATTORNEY DOCKET NUMBER:	382492-105066		

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NAME OF SUBMITTER:	Ryan Kim
Signature:	/Ryan Kim/
Date:	04/24/2012
Total Attachments: 21 source=Capital_Payments-IP_Security_Agreement-EXECUTED#page1.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page2.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page3.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page4.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page5.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page6.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page7.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page8.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page9.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page10.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page11.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page12.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page13.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page14.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page15.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page16.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page17.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page18.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page19.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page20.tif source=Capital_Payments-IP_Security_Agreement-EXECUTED#page21.tif	

AMENDED AND RESTATED SECURITY AGREEMENT

This **AMENDED AND RESTATED SECURITY AGREEMENT** (this "Security Agreement") is dated as of April 13, 2012, by **CAPITAL PAYMENTS, LLC**, a Delaware limited liability company ("Borrower"), and Financial Partners Fund I, L.P., a Delaware limited partnership ("FPF"), as agent for the Investors under the Purchase Agreement defined below (in such capacity, the "Investors' Agent" or, in such capacity hereunder, the "Secured Party").

RECITALS:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated November 9, 2009, by and among the Borrower and FPF, Metropolitan EIH9, LLC, a Delaware limited liability company ("MET"), HIP Capital Payments, LLC, a Delaware limited liability company ("HIPCP") and John M. Perry, a Georgia resident ("Perry," and together with FPF, MET and HIPCP, the "Prior Investors"), and the Investors' Agent, as amended by the First Amendment to Securities Purchase Agreement dated December 21, 2009, the Second Amendment to Securities Purchase Agreement and Notes dated March 1, 2010, the Third Amendment to Securities Purchase Agreement and Notes dated June 3, 2011, and the Fourth Amendment to Securities Purchase Agreement and Supporting Documents dated October 14, 2011 (as so amended, the "Prior Purchase Agreement"), Borrower issued to the Prior Investors one or more Senior Secured Promissory Notes in the aggregate principal amount of \$24,113,541.35 (as amended and otherwise in effect from time to time prior to the Closing, the "Prior Notes"), and the Prior Investors, subject to the terms and conditions contained therein, purchased such Prior Notes from Borrower; and

WHEREAS, pursuant to that certain Amended and Restated Securities Purchase Agreement, dated as of the date hereof, by and among the Borrower, Camden Partners Strategic Fund IV, L.P. ("Camden IV"), Camden Partners Strategic Fund IV-A, L.P. ("Camden IV-A"), CP Capital Payments, Inc. ("Camden CP" and, together with Camden IV and Camden IV-A, "Camden"), the Prior Investors, and the Investors' Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), (x) Borrower has issued to the Investors one or more New Notes (as defined in the Purchase Agreement) in the aggregate principal amount of Seventeen Million Three Hundred Fifty Nine Thousand Nine Hundred Ninety Nine Dollars (\$17,359,999) (as amended, restated, supplemented or otherwise modified from time to time, the "New Notes"), and the Investors, subject to the terms and conditions contained therein, have purchased such New Notes from the Borrower, and (y) the Borrower and the Prior Investors have amended and restated the Prior Notes (such amended and restated Prior Notes, the "Amended Notes" and, together with the New Notes, the "Notes"). Camden and the Prior Investors may each be referred to herein individually as an "Investor" and, collectively, as the "Investors"; and

WHEREAS, the Secured Party is party to that certain Security Agreement dated as of November 9, 2009 (as amended from time to time prior to the Closing, the "Prior Security Agreement"); and

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, the parties to the Prior Security Agreement now desire to amend, restate and consolidate the Prior Security Agreement in its entirety as provided in this Security Agreement; and

WHEREAS, under the terms of the Purchase Agreement, the Secured Party has been appointed by the Investors to serve as the Investors' Agent and in such capacity will act as the agent for the ratable benefit of the Investors, pro rata in accordance with the outstanding principal balances of their respective Notes, for purposes of this Security Agreement; and

WHEREAS, it is a condition precedent to the Investors amending the Prior Notes and purchasing the New Notes that Borrower execute and deliver to the Secured Party this Security Agreement; and

WHEREAS, Borrower wishes to grant security interests in favor of the Secured Party as agent for the Investors as herein provided.

NOW, THEREFORE, in consideration of the loan and advances, extensions of credit, or other financial accommodations made or to be made by the Investors to Borrower, whether under the Purchase Agreement, the Notes or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower hereby agrees as follows:

Section 1. Definitions.

(a) Capitalized Terms. Reference is hereby made to the Purchase Agreement for a statement of the terms thereof. All terms used in this Security Agreement which are defined in the Purchase Agreement and not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

(b) Definitions. For purposes of this Security Agreement, the following terms shall have the following definitions:

"Books and Records" means all of Borrower's recorded data of any kind or nature, regardless of the medium of recording including, without limitation, its books and records indicating, summarizing, or evidencing the Collateral, the obligations and liabilities of Borrower to the Secured Parties, and Borrower's property, business operations, or financial condition, computer runs, invoices, tapes, processing software, processing contracts (such as contracts for computer time and services) and any other computer prepared information, tapes, or data of every kind and description, whether in the possession of Borrower or in the possession of third parties, and any writings, plans, specifications and schematics.

"IP Collateral" means all intellectual property of Borrower, including, without limitation, the Intellectual Property Collateral (as such term is defined in the Amended IP Security Agreement).

"Secured Obligations" means all obligations and liabilities of every nature of Borrower now or hereafter existing under or arising out of or in connection with the Purchase

Agreement, the Notes, and the other Security Documents, including, without limitation, the Obligations and all extensions or renewals thereof, whether for principal, interest (including any interest accruing after the filing of a petition with respect to the Borrower under any Debtor Relief Law whether or not allowed or allowable as a claim in the related proceeding), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Secured Party or any Investor as a preference, fraudulent transfer or otherwise.

Section 2. Grant of Security Interest. Borrower hereby grants to the Secured Party, as agent for the Investors, to secure the prompt payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, conversion, demand or otherwise (including without limitation any interest or other obligations accruing after the commencement of proceedings under any Debtor Relief Law, and the payment of amounts that would become due but for the operation of the automatic stay under Section 363(a) of the Bankruptcy Code, 11 U.S.C. §362(a)) of all of the Secured Obligations, a continuing security interest in and general lien upon, and pledges and assigns to the Secured Party, its right, title and interest in the following properties, assets and rights of Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"):

- (a) goods (including, without limitation, inventory, equipment and any accessions thereto);
- (b) instruments (including promissory notes);
- (c) documents;
- (d) accounts;
- (e) chattel paper (whether tangible or electronic);
- (f) deposit accounts;
- (g) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing);
- (h) securities and all other investment property;
- (i) supporting obligations;
- (j) any other contract rights or rights to the payment of money;
- (k) insurance claims and proceeds;
- (l) commercial tort claims;

(m) general intangibles (including, without limitation, all IP Collateral, payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Borrower possesses, uses or has authority to possess or use property, whether tangible or intangible, of others or others possess, use or have authority to possess or use property, whether tangible or intangible) of Borrower;

(n) Books and Records;

(o) fixtures, and other personal tangible or intangible property; and

(p) proceeds of each of the foregoing.

All of the foregoing terms, unless otherwise defined herein, have the meanings given to such terms in Article 9 of the UCC.

The Secured Party acknowledges that the attachment of its security interest in any commercial tort claim as original collateral is subject to Borrower's compliance with Section 4.7. The security interests granted herein are granted as security only and shall not subject the Secured Party to, or in any way affect or modify, any obligation or liability of Borrower with respect to any of the Collateral or any transaction which gave rise thereto.

Section 3. Authorization to File Financing Statements.

(a) Borrower hereby irrevocably authorizes the Secured Party at any time and from time to time prior to the payment in full in cash of the Secured Obligations to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral (A) as "all assets of Borrower" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code ("UCC"), or (B) as being of an equal or lesser scope or with greater detail, and (ii) provide any other information required by Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether Borrower is an organization, the type of organization and any organization identification number, if available, issued to Borrower and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. In addition, Borrower hereby irrevocably authorizes the Secured Party at any time and from time to time prior to the payment in full in cash of the Secured Obligations to make any filings required with respect to copyrights, patents, trademarks, other intellectual property or other IP Collateral, in the United States Patent and Trademark Office, the United States Copyright Office or otherwise.

(b) Borrower agrees to furnish any such information to the Secured Party promptly upon the Secured Party's reasonable request.

(c) Borrower also ratifies its authorization for the Secured Party to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

Section 4. Other Actions. Further to ensure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, Borrower agrees, in each case at Borrower's expense, to take the following actions with respect to (a) the following Collateral and (b) Borrower's other obligations contained in this Security Agreement:

4.1. Promissory Notes and Tangible Chattel Paper. If Borrower shall at any time hold or acquire any promissory notes or tangible chattel paper with a face amount in excess of \$10,000 (or in any amount during the continuance of an Event of Default), Borrower shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time reasonably specify.

4.2. Deposit Accounts. Borrower agrees that it will not, except as permitted by the Purchase Agreement and upon reasonable notice to Secured Party, open, maintain or otherwise have any checking, savings or other account at any bank or other financial institution, or any other account where money is or may be deposited or maintained with any Person, other than the accounts set forth on Schedule 1 to this Security Agreement, each of which accounts shall be at all times subject to a valid and perfected first priority Lien in favor of Secured Party. Borrower shall, with respect to each account of the Borrower, either (a) cause the depository bank to enter into a control agreement with the Secured Party in form and substance reasonably satisfactory to the Secured Party pursuant to which such depository bank agrees to comply, without further consent of Borrower, with instructions from the Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, or (b) if the depository bank does not enter into a control agreement, move such account to the Secured Party or to a depository bank that will enter into such a control agreement and concurrently therewith comply with clause (a) of this Section 4.2.

4.3. Investment Property. If Borrower shall at any time hold or acquire any certificated securities (whether or not permitted under the terms of the Purchase Agreement), Borrower shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by Borrower are uncertificated and are issued to Borrower or its nominee directly by the issuer thereof, Borrower shall immediately notify the Secured Party thereof and, pursuant to an agreement in form and substance reasonably satisfactory to the Secured Party, shall cause the issuer to agree to comply, without further consent of Borrower or such nominee, at any time with instructions from the Secured Party as to such securities. In connection with any acquisition of securities, unless a pledge agreement has already been entered into by Borrower in favor of Secured Party and is effective, the Borrower shall enter into a pledge agreement (in form and substance reasonably acceptable to the Secured Party) with the Secured Party to grant a security interest in such securities in favor of Secured Party. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by Borrower are held by Borrower or its

nominee through a securities intermediary or commodities intermediary, Borrower shall immediately notify the Secured Party thereof and, with respect to such securities, either (i) cause such securities intermediary or (as the case may be) commodities intermediary to enter into a control agreement with the Secured Party in form and substance reasonably satisfactory to the Secured Party pursuant to which such securities intermediary or commodities intermediary agrees to comply, in each case without further consent of Borrower or such nominee, at any time with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary, or (ii) if such intermediary does not agree to enter into such a control agreement, in the case of financial assets or other investment property held through a securities intermediary, move such financial assets and investment property to an intermediary who will execute a control agreement and concurrently therewith comply with clause (i) of this Section 4.3.

4.4. Collateral in the Possession of a Landlord or Bailee. If any Collateral with a book value in excess of \$50,000 (or in any amount following the occurrence of and during the continuance of an Event of Default) is at any time in the possession of a landlord or bailee, Borrower shall promptly notify the Secured Party thereof and, at the Secured Party's request, shall promptly obtain a waiver and acknowledgement agreement from such landlord or bailee, in form and substance reasonably satisfactory to the Secured Party, pursuant to which such landlord or bailee agrees to hold such Collateral for the benefit of the Secured Party and to comply, without further consent of Borrower, at any time with instructions of the Secured Party as to such Collateral. If such landlord or bailee shall not agree to enter into a waiver and acknowledgement agreement, Borrower shall remove the Collateral from the possession of such landlord or bailee and retain the Collateral itself or put such Collateral in the possession of a landlord or bailee who has executed and delivered or will execute and deliver a waiver and acknowledgement agreement and concurrently therewith shall comply with such requirement.

4.5. Electronic Chattel Paper and Transferable Records. If Borrower at any time holds or acquires an interest in any electronic chattel paper with a face value in excess of \$10,000 (or in any amount following the occurrence of and during the continuance of an Event of Default) or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, Borrower shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, shall take such action as the Secured Party may request to vest in the Secured Party's control under § 9-105 of the UCC, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

4.6. Letter of Credit Rights. If Borrower is at any time a beneficiary under a letter of credit with a face value in excess of \$10,000 (or in any amount following the occurrence of and during the continuance of an Event of Default) now or hereafter, Borrower shall promptly notify the Secured Party thereof and, with respect to each such letter of credit, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit pursuant to an agreement

in form and substance reasonably satisfactory to the Secured Party, or (ii) if the issuer and any confirmer or other nominated person do not so consent, use commercially reasonable efforts to require the account party to have a replacement letter of credit issued by an issuer who will consent to such an assignment and concurrently therewith comply with clause (i) of this Section 4.6.

4.7. Commercial Tort Claims. If Borrower shall at any time hold or acquire a commercial tort claim with a face value in excess of \$25,000 (or in any amount following the occurrence of and during the continuance of an Event of Default), Borrower shall promptly notify the Secured Party in a writing signed by Borrower of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.

4.8. Other Actions as to any and all Collateral. Borrower further agrees, upon the request of the Secured Party and at the Secured Party's option, to take any and all other actions as the Secured Party may determine to be necessary or useful for the attachment, perfection and priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, and the terms and provisions of the Security Documents, including, without limitation:

(a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC or with respect to any filings required with respect to copyrights, patents, trademarks, other intellectual property or other IP Collateral, to the extent, if any, that Borrower's signature thereon is required therefor;

(b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral; provided, that, such action shall not be required unless the aggregate book value of titled goods exceeds \$100,000 (or in any amount following the occurrence of and during the continuance of an Event of Default);

(c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral;

(d) obtaining governmental and other third party waivers, consents and approvals in form and substance reasonably satisfactory to the Secured Party, including, without limitation, any consent of any licensor, lessor or other person obligated on such Collateral;

(e) obtaining waivers from mortgagees and landlords in form and substance reasonably satisfactory to the Secured Party; and

(f) taking all actions under any other law, as determined by the Secured Party to be applicable in any relevant UCC or other jurisdiction, including any foreign jurisdiction.

4.9 Receivables. At any time during the continuance of an Event of Default, any payments of accounts receivable, when collected by the Borrower, (i) shall be forthwith deposited by the Borrower in the exact form received, duly indorsed by the Borrower to the Secured Party if required, in an account maintained under the sole dominion and control of the Secured Party, subject to withdrawal by the Secured Party, and (ii) until so turned over, shall be held by the Borrower in trust for the Secured Party, segregated from other funds of the Borrower. Each such deposit of proceeds of accounts receivable shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. If an Event of Default has occurred and is continuing and at the Secured Party's request, the Borrower shall deliver to the Secured Party all documents evidencing, and relating to, the agreements and transactions which gave rise to the accounts receivable, including, without limitation, all orders, invoices and shipping receipts.

Section 5. Relation to Other Security Documents. The provisions of this Security Agreement shall be read and construed with the other Security Documents.

Section 6. Representations and Warranties.

6.1. Representations and Warranties Concerning Borrower's Legal Status. Borrower represents and warrants to the Secured Party for the benefit of all Investors that it is a limited liability company which is duly organized, validly existing and in good standing under the laws of the State of Delaware and it has full power and authority to own, lease and operate its properties, to carry on its business as now conducted and as proposed to be conducted and to enter into and perform its obligations under this Security Agreement and each other Security Document to be executed or delivered by the Borrower pursuant to or in connection with this Security Agreement. On the date hereof and during the past five years, Borrower has not existed or operated under any other names, has not been organized under the laws of any jurisdiction other than the State of Delaware, has not owned any real property or leased any real property except as disclosed on Schedule 1 to this Security Agreement, and has not existed as any other type of legal organization (e.g., corporation, trust or partnership).

6.2. Representations and Warranties Concerning Collateral, Etc. Borrower further represents and warrants to the Secured Party for the benefit of all Investors as follows:

(a) Borrower is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest or other encumbrance, except for Permitted Liens;

(b) except as set forth in Schedule 1 to this Security Agreement, Borrower holds no Collateral described in Section 4 hereof on the date hereof;

(c) this Security Agreement and the other Security Documents create a first priority valid and enforceable security interest in the Collateral (to the extent that a security interest can be created in such Collateral under the UCC) securing the payment of the Secured Obligations, senior to any other Liens (except Permitted Liens) and upon the filing of financing statements in any filing office in any UCC jurisdiction such security interest will be a valid first priority perfected security interest in the Collateral to the extent that the same may be perfected by the filing of a financing statement;

(d) other than the filing of financing statements set forth in subsection (c) above, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Borrower of the security interests granted hereunder or for the execution, delivery or performance of the Security Documents by Borrower, or (ii) for the perfection by the Secured Party of the security interest granted hereunder; and

(e) To the knowledge of Borrower, it has no right, interest or title to, any registered copyrights, intellectual property licenses, registered patents, or registered trademarks except as set forth in Schedule A to the Amended IP Security Agreement. Borrower owns, or has a valid, enforceable license to use, all intellectual property used in or necessary for its business as currently conducted and as proposed to be conducted. Borrower has not received any third-party claim that any aspect of Borrower's present or contemplated business operations infringes or will infringe any patent, copyright, trademark or any other intellectual property of any other person, nor is Borrower aware of any reasonable basis for any such claim. All IP Collateral is valid and enforceable and no claim is pending or, to Borrower's knowledge, threatened challenging the validity, enforceability, ownership or right to use any IP Collateral.

Section 7. Covenants.

7.1. Concerning Borrower's Legal Status. Borrower covenants and agrees with the Secured Party for the benefit of all Investors as follows:

(a) it will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, except upon not less than thirty days' prior written notice to the Secured Party;

(b) if it does not have an organizational identification number and later obtains one, it will forthwith notify the Secured Party of such organizational identification number; and

(c) it will not change its type of organization, jurisdiction of organization or other legal structure, except upon not less than thirty days' prior written notice to the Secured Party; provided, that prior to making any such change or taking any other action described in this Section 7.1, Borrower shall have taken all actions necessary and desirable (as determined by the Secured Party) to maintain the security interest of the Secured Party in the Collateral pursuant to the Security Documents and shall have complied in all respects with the Purchase Agreement.

7.2. Covenants Concerning Collateral, Etc. Borrower further covenants and agrees with the Secured Party for the benefit of all Investors as follows:

(a) except for Permitted Liens, Borrower shall own the Collateral free from any right or claim of any other person or any lien, security interest or other encumbrance, and Borrower shall, at its own expense, defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party;

(b) Borrower shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or other encumbrance in the Collateral in favor of any person, other than Permitted Liens;

(c) Borrower shall not permit any Collateral to become an accession to any property as to which the Secured Party does not have a perfected security interest;

(d) except in connection with a Permitted Lien, Borrower shall not file or authorize or permit to be filed in any jurisdiction any financing statement relating to any of the Collateral naming any secured party other than the Secured Party;

(e) Borrower will, at its own expense, take any action which the Secured Party may reasonably deem necessary in order to create, preserve, perfect, extend, modify or terminate any security interest granted pursuant to this Security Agreement or to enable the Secured Party to exercise or enforce any of its rights hereunder;

(f) during the continuance of an Event of Default, if requested by the Secured Party, Borrower will, at its own expense, keep and stamp or otherwise mark any of its documents, instruments and chattel paper and its books and records relating to any of the Collateral in such manner as Secured Party may require;

(g) Borrower will, at its own expense, keep the Collateral in good order and repair (ordinary wear and tear excepted) and Borrower will not use any Collateral in violation of law or any policy of insurance thereon;

(h) Borrower will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located upon request in accordance with the Purchase Agreement;

(i) Borrower will, at its own expense, pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Security Agreement, unless such taxes, assessments or charges are being contested in good faith, with reserves established in accordance with the Purchase Agreement;

(j) Borrower will, at its own expense, pay or reimburse the Secured Party in the amount of all reasonable expenses (including without limitation fees and expenses of legal counsel, experts and agents) incurred in any way in connection with the exercise, defense or assertion of any rights or interest of the Secured Party hereunder, the enforcement of any provisions hereof, or the management, preservation, use, operation, maintenance, collection, possession, disposition or enforcement of any of the Collateral (all such expenses to be Secured Obligations hereunder);

(k) Borrower shall, in its reasonable business discretion, and to the extent necessary for the operation of Borrower's business, (A) sue for infringement, misappropriation, or dilution of the IP Collateral, as applicable, and recover any and all damages related to such infringement, misappropriation, or dilution, (B) prosecute diligently any material trademark application or service mark application that is part of the trademarks pending as of the date hereof or hereafter until the termination of this Security Agreement, (C) prosecute diligently any patent application that is part of the patents pending as of the date hereof or hereafter until the termination of this Security Agreement, and (D) take all reasonable and necessary action to preserve and maintain all of Borrower's trademarks, patents, copyrights, intellectual property licenses, and its rights

therein, including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, as applicable. Subject to clause (m) below, Borrower shall use reasonable efforts to promptly file an application with the United States Copyright Office for any copyright that has not been registered with the United States Copyright Office if such copyright is necessary in connection with the operation of such Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. Borrower further agrees to make reasonable efforts not to abandon any trademark, patent, copyright, or intellectual property license that, in Borrower's reasonable business discretion, is necessary or material to the operation of Borrower's business;

(l) Borrower acknowledges and agrees that the Secured Party shall have no duties with respect to the trademarks, patents, copyrights, intellectual property licenses or other IP Collateral;

(m) In no event shall Borrower, either itself or through any agent, employee, licensee, or designee, file an application for the registration of any copyright with the United States Copyright Office or any patent or trademark with the United States Patent and Trademark Office without giving Secured Party written notice thereof within a reasonable period after such filing, and promptly upon any such filing, Borrower shall execute appropriate intellectual property security agreements to secure Secured Party's right in such filings; and

(n) Borrower will not sell or otherwise dispose, or offer to sell or otherwise dispose, of any of the Collateral or any interest therein except sales and dispositions permitted by the Purchase Agreement.

Section 8. Insurance. Borrower shall keep its properties and assets insured against fire and other hazards in amounts and with companies reasonably satisfactory to the Secured Party to the same extent and covering such risks as is customary in the state or similar business, which policies shall name Secured Party, as agent for the Investors, as first loss payee as its interest may appear. Borrower shall also maintain public liability coverage against claims for personal injuries or death, business interruption, worker's compensation, employment or similar insurance with coverage and in amounts satisfactory to Secured Party and as may be required by Applicable Law, which policies shall name the Secured Party, as agent for the Investors, as additional insured as its interest may appear. Such all risk policy shall provide for a minimum of thirty (30) days' written cancellation notice to Secured Party. Borrower agrees to deliver copies of all of the aforesaid insurance policies to the Secured Party, and all such insurance policies shall name the Secured Party as loss payee and/or additional insured, as appropriate. In the event of any Casualty Loss, Borrower shall give immediate written notice to the Secured Party and to its insurers of such loss or damage and shall promptly file proof of loss with its insurers. In the event of the failure by Borrower to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to Borrower.

Section 9. Collateral Protection Expenses; Preservation of Collateral.

9.1. Expenses Incurred by Secured Party. In the Secured Party's sole discretion, if Borrower fails to do so, the Secured Party may discharge tax liens and other encumbrances (for amounts due and owing and not contested) at any time levied or placed on any of the Collateral (other than Permitted Liens), make repairs thereto and pay any necessary filing fees or insurance premiums. Borrower agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to Borrower to make any such expenditures, nor shall the making thereof be construed as a waiver or a cure of any default or Event of Default.

9.2. Secured Party's Obligations and Duties. Anything herein to the contrary notwithstanding, Borrower shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by Borrower thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Security Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of Borrower under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

Section 10. Securities and Deposits. The Secured Party may at any time during the continuance of an Event of Default, at its option, transfer to itself or any nominee any securities

constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Secured Obligations. Whether or not any Secured Obligations are due, the Secured Party may, during the continuance of an Event of Default demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Secured Obligations, any deposits or other sums at any time credited by or due from the Secured Party to Borrower may at any time be applied to or set off against any of the Secured Obligations.

Section 11. Notification to Account Debtors and Other Persons Obligated on Collateral. Following an Event of Default and so long as such Event of Default is continuing, Borrower shall, at the request and option of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument, or other Collateral. The Secured Party may itself, without notice to or demand upon Borrower, following an Event of Default and so long as such Event of Default is continuing, notify account debtors and other persons obligated on the Collateral to make payment to Secured Party or to an account designated by Secured Party. After the making of such a request or the giving of any such notification, if an Event of Default has occurred and is continuing, Borrower shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by Borrower as trustee for the Secured Party without commingling the same with other funds of Borrower and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Secured Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

Section 12. Power of Attorney.

12.1. Appointment and Powers of Secured Party. Borrower hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in the Secured Party's own name, for the purpose of carrying out the terms of this Security Agreement, during the continuance of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, for the benefit of Borrower, without notice to or assent by Borrower, to do the following:

(a) Following an Event of Default and so long as such Event of Default is continuing, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at Borrower's expense, at any time, or from time to time, all acts and things which the Secured Party reasonably deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Security Agreement, all no less fully and effectively as Borrower might do, including, without

limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to Borrower, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) Following an Event of Default and so long as such Event of Default is continuing, to the extent that Borrower's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without Borrower's signature, or a photocopy of this Security Agreement in substitution for a financing statement, as the Secured Party may reasonably deem appropriate and to execute in Borrower's name such financing statements and amendments thereto and continuation statements which may require Borrower's signature.

12.2. Power of Attorney. This power of attorney is a power coupled with an interest and is irrevocable.

12.3. No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and Borrower agrees to hold harmless and indemnify the Secured Party and its officers, directors, employees or agents from and against any and all claims, losses and liabilities arising out of or resulting from the Security Agreement (including, without limitation, enforcement of this Security Agreement) or the Secured Party's interest in the Collateral, except for claims, losses or liabilities arising or resulting solely from the Secured Party's own gross negligence or willful misconduct.

Section 13. Rights and Remedies.

13.1. Exercise of Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon Borrower, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral and for that purpose the Secured Party may, so far as Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom, receive payments and distributions with respect to any Collateral, or vote any securities constituting a part of the Collateral. The Secured Party may in its discretion require Borrower to assemble all or any part of the Collateral at such location or locations within the jurisdiction of Borrower's principal office or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to Borrower at least ten (10) days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Borrower hereby acknowledges that

ten (10) days prior written notice of such sale or sales shall be reasonable notice. In addition, Borrower waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

13.2. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, Borrower acknowledges and agrees that it is not commercially unreasonable for the Secured Party:

- (a) to fail to complete raw material or work in process into finished goods or other finished products for disposition;
- (b) to fail to exercise collection remedies against account debtors or other persons obligated on the Collateral or to fail to remove liens or encumbrances on or any adverse claims against the Collateral;
- (c) to exercise collection remedies against account debtors and other persons obligated on the Collateral directly or through the use of collection agencies and other collection specialists;
- (d) to contact other persons, whether or not in the same business as Borrower, for expressions of interest in acquiring all or any portion of the Collateral;
- (e) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature;
- (f) to dispose of assets in wholesale rather than retail markets;
- (g) to disclaim disposition warranties; and
- (h) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral.

Borrower acknowledges that the purpose of this Section 13.2. is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the UCC or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 13.2. Without limitation upon the foregoing, nothing contained in this Section 13.2. shall be construed to grant any rights to Borrower or to impose any duties on the Secured Party that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 13.2.

Section 14. No Waiver by Secured Parties, etc. The Secured Party shall not be deemed to have waived any of its rights and remedies in respect of the Secured Obligations or

the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Secured Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party reasonably deems expedient.

Section 15. Suretyship Waivers by Borrower. Borrower waives demand, notice, protest, notice of acceptance of this Security Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Secured Obligations and the Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may reasonably deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 9.2. Borrower further waives any and all other suretyship defenses.

Section 16. Marshalling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights and remedies under this Security Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Borrower hereby irrevocably waives the benefits of all such laws.

Section 17. Proceeds of Dispositions; Expenses. Borrower shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Secured Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Secured Obligations in such order or preference as set forth in the Purchase Agreement. Upon the final payment and satisfaction in full of all of the Secured Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any

excess shall be returned to Borrower. In the absence of final payment and satisfaction in full of all of the Secured Obligations, Borrower shall remain liable for any deficiency.

Section 18. Overdue Amounts. Until paid in full in cash, all amounts due and payable by Borrower hereunder, under the Purchase Agreement or under any other Security Document shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate provided for the period after the occurrence of an Event of Default in the Purchase Agreement.

Section 19. Governing Law. THIS SECURITY AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 20. Consent to Jurisdiction and Service of Process. Borrower agrees that any action or claim arising out of any dispute in connection with this Security Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of New York located in the County of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Borrower by regular or certified mail at the address specified for notices in the Purchase Agreement. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

Section 21. Waiver of Jury Trial to the Extent Permitted. BY APPLICABLE LAW, BORROWER BY EXECUTION HEREOF AND THE SECURED PARTY BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT, THE SECURITY DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE SECURED PARTY TO ENTER INTO AND ACCEPT THIS SECURITY AGREEMENT.

Section 22. Notice. Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and sent by certified or registered mail, return receipt requested, by personal delivery against receipt at the address for delivery or by reputable overnight courier, and, except as otherwise provided herein, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt, three (3) business days after deposit in the mail, postage prepaid, or one business day after delivery to an overnight courier, when sent, addressed to Borrower or the Secured Party as set forth in the Purchase Agreement.

Section 23. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.

Section 24. Release of Security Interest. At such time as Borrower shall completely and finally satisfy all of the Secured Obligations secured hereunder in full in cash, and there shall exist no continuing liability of Borrower with respect to the Secured Obligations secured hereunder, the Secured Party shall release its security interest in the Collateral and execute and deliver to Borrower all UCC termination statements or other instruments evidencing such release as may be reasonably requested by Borrower. Notwithstanding the foregoing, the Secured Party shall release its security interest in any Collateral which is sold, leased, transferred or otherwise disposed of by Borrower; provided, however, that such sale, lease, transfer or disposition is permitted under the Purchase Agreement, and, if required, any proceeds therefrom are applied in accordance with the terms of the Purchase Agreement (unless otherwise consented to by the Secured Party).

Section 25. Successors and Assigns. This Security Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of Borrower and the Secured Party and shall constitute a continuing agreement, applying to all future as well as existing transactions among Borrower and the Secured Parties, or their successors and assigns. The Borrower may not transfer or assign this Security Agreement, or any of its rights or obligations under this Security Agreement. Secured Party shall be permitted to assign this Security Agreement, and its rights and obligations hereunder, to any transferee or assignee of its rights and obligations under the Purchase Agreement.

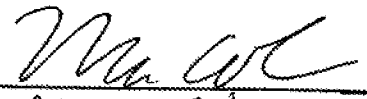
Section 26. Miscellaneous. The headings of each section of this Security Agreement are for convenience only and shall not define or limit the provisions thereof. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Borrower acknowledges receipt of a copy of this Security Agreement. This Security Agreement may not be amended unless such amendment is in writing and is executed by the Secured Party. Any expenses incurred by the Secured Party in connection with the negotiation, amendment or enforcement of this Security Agreement, or any actions with respect to the Collateral hereunder, shall be borne by the Borrower.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CAPITAL PAYMENTS, LLC

By:
Name:
Title:



Marc Cole
Chairman

FINANCIAL PARTNERS FUND I, L.P.,
as Secured Party

By:

Name: Manu Rana
Title: President

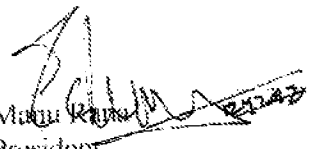
Signature Page to Amended and Restated Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CAPITAL PAYMENTS, LLC

By: _____
Name:
Title:

FINANCIAL PARTNERS FUND I, L.P.,
as Secured Party

By:  _____
Name: Manu Rana
Title: President

Signature Page to Amended and Restated Intellectual Property Security Agreement

SCHEDULE A

Description of Intellectual Property

Item 1: Patents and Patent Applications:

N/A

Item 2: Patent Licenses:

N/A

Item 3: Trademarks, Trade names, etc.:

Unregistered Trade Names:

Applied Merchant Systems
Dynamic Merchant Services
Payquake
Lawyer Payments.com
Accept Medical Payments.com

Registered Servicemarks to be acquired pursuant to the Bluefin Acquisition:

BlueFin	Reg. ID: 3,251,601
QuickSwipe	Reg. ID: 3,090,144
Bluefin Payment Systems	Reg. ID: 2,966,342
Swipe Over IP	Reg. Id: 3,151,017

Item 4: Trademark Licenses:

N/A

Item 5: Copyrights:

N/A

Item 6: Copyright Licenses:

N/A