

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the This is the correct agreement,entitled "Amended and Restated Intellectual Property Security Agreement" dated April 13, 2012. previously recorded on Reel 004767 Frame 0013. Assignor(s) hereby confirms the Incorrect recorded document,entitled "Amended and Restated Security Agreement" dated April 13, 2012;recorded on April 24, 2012..		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	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		

CH \$115.00 3251601

Address Line 4: Mountain View, CALIFORNIA 94039-0460

ATTORNEY DOCKET NUMBER: 382492-105066

NAME OF SUBMITTER: Samantha Koplik

Signature: /Samantha Koplik/

Date: 05/01/2012

Total Attachments: 9

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 1, 2012

PTAS

DECHERT LLP
P.O. BOX 390460
MOUNTAIN VIEW, CA 94039-0460

900221186

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/24/2012

REEL/FRAME: 4767/0013
NUMBER OF PAGES: 23

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 382492-105066

ASSIGNOR:

CAPITAL PAYMENTS, LLC

DOC DATE: 04/13/2012

CITIZENSHIP: NONE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

FINANCIAL PARTNERS FUND I, L.P.

CITIZENSHIP: DELAWARE

ENTITY: LIMITED PARTNERSHIP

339 PARK AVENUE, 7TH FLOOR
NEW YORK, NEW YORK 10022

SERIAL NUMBER: 78291221

FILING DATE: 08/22/2003

REGISTRATION NUMBER: 2966342

REGISTRATION DATE: 07/12/2005

MARK: BLUEFIN PAYMENT SYSTEMS

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 78634074

FILING DATE: 05/20/2005

REGISTRATION NUMBER: 3090144

REGISTRATION DATE: 05/09/2006

MARK: QUICKSWIPE

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 78746296
REGISTRATION NUMBER: 3151017
MARK: SWIPE OVER IP
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/03/2005
REGISTRATION DATE: 10/03/2006

SERIAL NUMBER: 78942899
REGISTRATION NUMBER: 3251601
MARK: BLUEFIN
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/02/2006
REGISTRATION DATE: 06/12/2007

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 13, 2012, made by CAPITAL PAYMENTS, LLC, a Delaware limited liability company (the "Grantor"), 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:

A. Pursuant to that certain Securities Purchase Agreement, dated November 9, 2009, by and among the Grantor 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"), Grantor 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 Grantor.

B. Pursuant to that certain Amended and Restated Securities Purchase Agreement, dated as of the date hereof, by and among the Grantor, 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."

C. The Secured Party is party to that certain Intellectual Property Security Agreement dated as of November 9, 2009 (as amended from time to time prior to the Closing, the "Prior Intellectual Property Security Agreement").

D. In connection with the transactions contemplated under the Purchase Agreement, the parties to the Prior Intellectual Property Security Agreement now desire to amend, restate and consolidate the Prior Intellectual Property Security Agreement in its entirety as provided in this Agreement.

E. Pursuant to 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 to 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 Agreement.

F. It is a condition precedent to the Investors amending the Prior Notes and purchasing the New Notes that there be granted in favor of the Secured Party as agent for the Investors, a security interest in all personal property, now owned or hereafter acquired by the Grantor, pursuant to that certain Amended and Restated Security Agreement of even date herewith (the "Security Agreement"), which security interest shall secure all of the Indebtedness and Obligations, now existing or hereafter arising under the Purchase Agreement.

G. Pursuant to the Security Agreement, it is a condition to amending the Prior Notes and purchasing the New Notes that the Grantor shall have executed and delivered this Agreement with respect to its Intellectual Property Collateral for recording the security interest granted under the Security Agreement and hereunder to the Secured Party in such Intellectual Property Collateral with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authorities necessary to perfect the security interest hereunder in such Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and in order to induce the Investors to make the loans and other extensions of credit under the Notes and Purchase Agreement from time to time, Grantor hereby agrees with the Secured Party as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the obligations of the undersigned Grantor, each Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party, as agent for the Investors, a security interest in all of the following property (the "Intellectual Property Collateral"), whether now owned or hereafter acquired or existing by it: (a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item 1 of Schedule A attached hereto (the "Patent Collateral"); (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a); (c) all patent licenses, including each patent license referred to in Item 2 of Schedule A attached hereto; (d) all proceeds of, and rights associated with, the foregoing items described in clauses (a), (b) and (c) above (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any

patent or patent application referred to in Item 1 of Schedule A attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item 2 of Schedule A attached hereto, and all rights corresponding thereto throughout the world; (e) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (e) being collectively called the "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item 3 of Schedule A attached hereto; (f) all Trademark licenses, including each Trademark license referred to in Item 4 of Schedule A attached hereto; (g) all reissues, extensions or renewals of any of the items described in clauses (e) and (f); (h) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clauses (e) and (f); (i) all proceeds of, and rights associated with, the foregoing items described in clauses (e), (f), (g) and (h), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item 3 and Item 4 of Schedule A attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; (j) all of the following property (the "Copyright Collateral"), whether now owned or hereafter acquired or existing by it, being all copyrights (including all copyrights for semi-conductor chip product mask works) of the Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item 5 of Schedule A attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item 6 of Schedule A attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party, as agent for the Investors, in the Patent Collateral, any Trademark and the Copyright Collateral with (as applicable) the United States Patent and Trademark Office, the United States Copyright Office and corresponding offices in other countries of the world, such registration will be completed by, and at the cost of the Grantor. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon the indefeasible payment in full in cash of all Obligations, the pledge and security interest granted hereby shall terminate and all rights to the Patent Collateral, any Trademark and the Copyright Collateral shall revert to the Grantor. Upon any such termination, the Secured Party will, at the Grantor's expense, execute and deliver

to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral, any Trademark and the Copyright Collateral granted hereby are more fully set forth in the Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 6. Transaction Document. This Agreement is a Transaction Document executed pursuant to the Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Purchase Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page left intentionally blank; signature page to follow]

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: Marc Cole
Title: Chairman

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

By: _____
Name: Manu Rana
Title: President

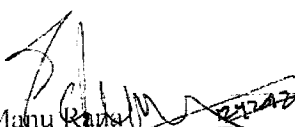
Signature Page to Amended and Restated Intellectual Property Security Agreement

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 L.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