

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Payment Alliance International, Inc.		05/25/2012	CORPORATION: DELAWARE
ATM Express, Inc.		05/25/2012	CORPORATION: MONTANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, Inc., as Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85554563	TERMPAY	
Serial Number:	85520412	SAFE SITE PAYMENT ALLIANCE INTERNATIONAL ATM	
Serial Number:	85518886	PAI SECURE	
Serial Number:	85373501	ON TARGET MARKETING	
Serial Number:	85350230	PAI CA\$H ADVANCE	
Serial Number:	85339623	CHIROPAY	
Serial Number:	85339650	DENTALPAY	
Serial Number:	85339673	VETPAY	
Serial Number:	85339698	MEDSPAPAY	
Serial Number:	85339709	VISIONPAY	
Serial Number:	85316020	PAIMOBILE	
Serial Number:	76562168	ATM EXPRESS	
CORRESPONDENCE DATA			

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TRADEMARK
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Fax Number: 6179518736

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-951-8132

Email: linda.salera@bingham.com

Correspondent Name: Linda A. Salera

Address Line 1: 1 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Linda A. Salera

Signature:

/Linda A. Salera/

Date:

06/04/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of May, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., formerly known as Wells Fargo Foothill, Inc., in its capacity as agent for the Lender Group and Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Payment Alliance International, Inc., a Delaware corporation ("Parent"), and its Subsidiaries signatory thereto (together with Parent, collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of August 21, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

PAYMENT ALLIANCE INTERNATIONAL, INC.,
a Delaware corporation

By: [Signature]
Name: John J. Lecky III
Title: President & CEO

ATM EXPRESS, INC.,
a Montana corporation

By: [Signature]
Name: John J. Lecky III
Title: President & CEO

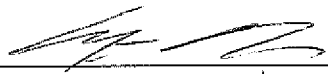
Signature Page to Trademark Security Agreement

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ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE,
INC.**, formerly known as Wells Fargo Foothill,
Inc., as Agent

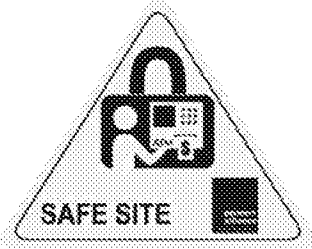
By: 
Name: Matthew Masley
Title: Vice President


Signature Page to Trademark Security Agreement

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	CURRENT OWNER	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
1. TermPAY	PAYMENT ALLIANCE INTERNATIONAL, INC.	85554563 / 02/28/2012	
2. 	PAYMENT ALLIANCE INTERNATIONAL, INC.	85520412 / 01/19/2012	
3. PAI Secure	PAYMENT ALLIANCE INTERNATIONAL, INC.	85518886 / 01/18/2012	
4. On Target Marketing	PAYMENT ALLIANCE INTERNATIONAL, INC.	85373501 / 07/18/2011	
5. PAI CASH Advance	PAYMENT ALLIANCE INTERNATIONAL, INC.	85350230 / 06/20/2011	4087989 / 01/17/2012
6. ChiroPAY	PAYMENT ALLIANCE INTERNATIONAL, INC.	85339623 / 06/07/2011	4074260 / 12/20/2011
7. DentalPAY	PAYMENT ALLIANCE INTERNATIONAL, INC.	85339650 / 06/07/2011	4074261 / 12/20/2011

MARK	CURRENT OWNER	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
8. VetPAY	PAYMENT ALLIANCE INTERNATIONAL, INC.	85339673 / 06/07/2011	4074262 / 12/20/2011
9. MedSpaPAY	PAYMENT ALLIANCE INTERNATIONAL, INC.	85339698 / 06/07/2011	4074263 / 12/20/2011
10. VisionPAY	PAYMENT ALLIANCE INTERNATIONAL, INC.	85339709 / 06/07/2011	4074264 / 12/20/2011
11. 	PAYMENT ALLIANCE INTERNATIONAL, INC.	85316020 / 05/09/2011	4090222 / 01/24/2012
12. ATM EXPRESS	ATM EXPRESS, INC.	76562168 / 11/14/2003	2980133 / 07/26/2005