

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
Global Axxess Corp.		09/28/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	233 South Wacker Drive, Suite 400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85020234	INSTAFLIX
Serial Number:	85018481	INSTA FLIX
Serial Number:	77787638	INSTAFLIX
Serial Number:	76978055	ATMS MADE EASY!
Serial Number:	76595419	ATMS MADE EASY!
Serial Number:	76595418	PROGRESSIVE ATM A GLOBAL AXCESS BRAND
Serial Number:	76586413	GLOBAL AXCESS CORP
Serial Number:	76586411	NATIONWIDE MONEY SERVICES, INC. A GLOBAL AXCESS COMPANY

CORRESPONDENCE DATA

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

Phone: 3122014000
 Email: kristina.bunker@goldbergkohn.com

OP \$215.00 85020234

Correspondent Name: Goldberg Kohn Ltd., c/o Kristina Bunker
Address Line 1: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6660.012

NAME OF SUBMITTER: Kristina Bunker

Signature: /kab/

Date: 10/04/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 28, 2012, by and between Global Access Corp., a Nevada corporation ("Grantor"), in favor of Fifth Third Bank, ("Lender").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated June 18, 2010 (as amended, supplemented or otherwise modified from time to time, the "Initial Loan Agreement"), (ii) that certain Global Access 2011 Loan and Security Agreement dated September 28, 2011 (as amended, supplemented or otherwise modified from time to time, the "2011-A Loan Agreement"), (iii) that certain Global Access 2011-B Loan and Security Agreement dated November 23, 2011 (as amended, supplemented or otherwise modified from time to time, the "2011-B Loan Agreement"), and (iv) that certain Global Access 2011-C Loan and Security Agreement dated on or about December 29, 2011, by and among Borrowers and Lender (as amended, supplemented or otherwise modified from time to time, the "2011-C Loan Agreement"; together with the Initial Loan Agreement, the 2011-A Loan Agreement, and the 2011-B Loan Agreement, collectively, the "Loan Agreements"), Lender made certain Loans to the Grantor;

WHEREAS, pursuant to the Loan Agreements, Grantor granted to Lender, a continuing security interest in, lien on, and right of set-off against all general intangibles of Grantor, including, without limitation, all trademarks, whether then owned or existing or thereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreements, Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Loan Agreements. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

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

(a) each Trademark listed on Schedule A attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; LOAN AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreements. In the event of any conflict between the terms of this Agreement and the Loan Agreements, the terms of the Loan Agreements shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreements. Notwithstanding the foregoing, the Lender may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

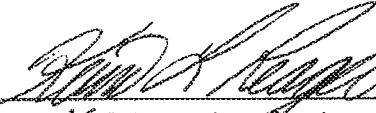
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to its choice of law provisions.

[Signature Pages Follow]


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

GLOBAL ACCESS CORP.,
a Nevada corporation

By: 
Name: KEVIN L REAGER
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK

By: 
Name: STEVEN J. ENGLEHART
Title: VICE PRESIDENT

SCHEDULE A**Trademarks**

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
INSTAFLIX	85020234	4050142	11/01/2011	Global Access Corp.
INSTA FLIX	85018481	4050140	11/01/2011	Global Access Corp.
INSTAFLIX	77787638	3894823	12/21/2010	Global Access Corp.
ATMS MADE EASY!	76978055	3131808	08/22/2006	Global Access Corp
ATMS MADE EASY!	76595419	3233911	04/24/2007	Global Access Corp
PROGRESSIVE ATM A GLOBAL AXCESS BRAND	76595418	3061643	02/28/2006	Global Access Corp
GLOBAL AXCESS CORP	76586413	3315077	10/23/2007	Global Access Corp
NATIONWIDE MONEY SERVICES, INC. A GLOBAL AXCESS COMPANY	76586411	3155548	11/17/2006	Global Access Corp