

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Versatile Card Technology, Inc.		10/09/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Charter Bank: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3667612	BIOCORE	
Registration Number:	3628366	GEOCORE	
Registration Number:	3822765	TERRAIN	
Registration Number:	3461569	VCT	
Registration Number:	3466585	VCT	
Registration Number:	3466609	VERSATILE CARD TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8438		
Email:	raquel.pena@kattenlaw.com		
Correspondent Name:	Raquel Pena c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

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ATTORNEY DOCKET NUMBER:	339038-41
NAME OF SUBMITTER:	Raquel Pena
Signature:	/Raquel Pena/
Date:	11/01/2012
Total Attachments: 5 source=TSA - Versatile Card Technology#page1.tif source=TSA - Versatile Card Technology#page2.tif source=TSA - Versatile Card Technology#page3.tif source=TSA - Versatile Card Technology#page4.tif source=TSA - Versatile Card Technology#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 9th day of October, 2012 by VERSATILE CARD TECHNOLOGY, INC. ("Grantor"), in favor of The Privatebank and Trust Company ("Grantee"):

W I T N E S S E T H

WHEREAS, Fulfillment Xcellence, Inc., Global Card Services, Inc. and Grantor (collectively, the "Borrowers"), and Grantee have entered into that certain Post Petition Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Credit Agreement, Grantor has granted to Grantee a security interest and lien upon the Collateral to secure the payment of the Obligations under the Credit Agreement.

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

1. Incorporation of Credit Agreement. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement. In the event of a conflict between a provision of the Credit Agreement and a provision of this Agreement, the provision of the Guarantee and Security Agreement shall control.

2. Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby confirms its grant to Grantee pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration and trademark application listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark; and

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

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or

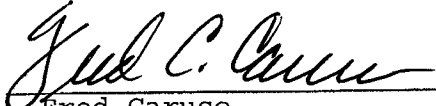
service marks unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VERSATILE CARD TECHNOLOGY, INC.

By: 
Name: Fred Caruso
Title: Trustee

Agreed and Accepted
As of the Date First Written Above:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: Jennifer Kempson
Name: Jennifer Kempson
Title: HRIS

SCHEDULE A

Trademark Registrations and Applications

Trademark	Registration No.	Registration Date	Country
Biocore	3667612	8/11/2009	US
Geocore	3628366	5/26/2009	US
Terrain	3822765	7/20/2010	US
VCT	3461569	11/8/2007	US
VCT and Design	3466585	7/15/2008	US
VERSATILE CARD TECHNOLOGY	3466609	7/15/2008	US