

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VeriFone, Inc.		03/04/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Senior Lien Collateral Agent		
<b>Street Address:</b>	101 North Tryon Street		
<b>Internal Address:</b>	NC1-001-15-11		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2341229	PC-CHARGE	
<b>Serial Number:</b>	78544208	IPCHARGE	
<b>Serial Number:</b>	78472781	PCCHARGE	
<b>Serial Number:</b>	78470139	RITA SERVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	carrie.kingsley@friedfrank.com		
<b>Correspondent Name:</b>	Carrie B. Kingsley		
<b>Address Line 1:</b>	Fried Frank et al. LLP		
<b>Address Line 2:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Carrie B. Kingsley		
<b>Signature:</b>	/cbk/		

CH \$115.00 2341229

Date:

03/31/2005

**Total Attachments: 5**

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**Grant of Security Interest  
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VeriFone, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 2099 Gateway Place, Suite 600, San Jose, CA 95110, hereby grants to Bank of America, N.A., as Senior Lien Collateral Agent, (the "Grantee"), with offices at 101 North Tryon Street, NCI-001-15-11, Charlotte, NC, 28255, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which, for the avoidance of doubt does not include assets or other property to the extent licensed or granted by a Loan Party to a Foreign Subsidiary (including a Foreign IP Holdco) as contemplated by clause (iii)(B) of the definition of "Foreign IP Transfer Transaction" in the Credit Agreement or licensed by a Loan Party (in accordance with clause (iii)(B) of the definition of "Foreign IP Transfer Transaction" in the Credit Agreement) to a Foreign Subsidiary under the Research and Development Cost Sharing Agreement permitted in the Credit Agreement, but includes Grantor's rights under those licenses and all of Grantor's right, title and interest in Intellectual Property licensed thereunder:

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement, including without limitation Section 4.11(g) thereof, among the Grantor, the Grantee and certain other parties dated as of June 30, 2004, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the

security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, and all previous documents executed in connection therewith, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4<sup>th</sup> day of March, 2005. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the

VERIFONE, Inc., as Grantor

By: [Signature]  
Name: B. ZWARENSTEIN  
Title: CFU

BANK OF AMERICA, N.A., as Senior Lien  
Collateral Agent, as Grantee

By: [Signature]  
Name: John A. Fulton  
Title: Vice President

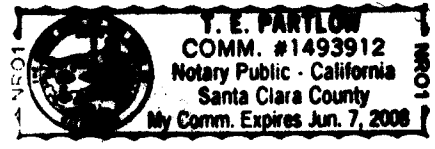
STATE OF CALIFORNIA  
County OF Santa Clara

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2005 by Barry Zwarenstein as Chief Financial Officer of VeriFone, Inc., a Delaware corporation, on behalf of VeriFone, Inc.

My commission expires:

Notarial Seal June 7, 2008

[Signature]  
Notary Public



**Schedule A to Grant of Security Interest in  
United States Patents and Trademarks**

**PATENTS AND PATENT APPLICATIONS**

None.

**PATENT LICENSES**

None.

Schedule B to Grant of Security Interest in  
United States Patents and Trademarks

**TRADEMARKS**

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2,341,229	U.S.	April 11, 2000	PC-CHARGE

**TRADEMARK APPLICATIONS**

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
78/544,208	U.S.	January 7, 2005	IPCHARGE (stylized)
78/472,781	U.S.	August 24, 2004	PCCHARGE (stylized)
78/470,139	U.S.	August 19, 2004	RITA SERVER (stylized)

**TRADEMARK LICENSES**

None.

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