

**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>
DATAWAVE SYSTEMS INC.		01/05/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent		
<b>Street Address:</b>	1111 Fannin Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2393416	DATAWAVE	
Registration Number:	2461326		
Registration Number:	2613105	DATAWAVE	
Registration Number:	2633377	POWERED BY DATAWAVE	
Registration Number:	2943579	INONECARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-855-4775		
<b>Email:</b>	awalker@jenkens.com		
<b>Correspondent Name:</b>	Andrea Walker, Jenkens & Gilchrist, P.C.		
<b>Address Line 1:</b>	1445 Ross Avenue		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	DALLAS, TEXAS 75202-2799		

CH \$140.00 2393416

ATTORNEY DOCKET NUMBER:	12283-194 TMSA DATAWAVE
NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	02/12/2007
Total Attachments: 3 source=12283-194 tmsa datawave#page1.tif source=12283-194 tmsa datawave#page2.tif source=12283-194 tmsa datawave#page3.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, DATAWAVE SYSTEMS INC., a Delaware corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 16, 2005 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) 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 any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 5 day of January, 2007.

Acknowledged:


**GRANTOR:**

DATAWAVE SYSTEMS INC.

By:   
Name: Michael D. Gruenke  
Title: Authorized Officer

**SECURED PARTY:**

JPMORGAN CHASE BANK, N.A.,  
as administrative agent

By:   
Name: Chad N. Smith  
Title: SVP

Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Goods & Services
Datawave Systems Inc.	United States	DATAWAVE	Registration No. 2,393,416	Sept. 29, 1999	IC 009-Magnetic coded pre-paid telecommunications calling cards, dispensed by automatic vending machines; IC 036-Prepaid telecommunications calling card services.
Datawave Systems Inc.	United States	DATAWAVE LOGO	Registration No. 2,461,326	Jan. 31, 2000	IC 009-Magnetically-coded prepaid telecommunications calling cards, dispensed by automatic vending machines; IC 036-prepaid telecommunications calling card services; financial services, namely, providing credit card, debit card, charge card and store-valued prepaid smart cards.
Datawave Systems Inc.	United States	DATAWAVE	Registration No. 2,613,105	Sept. 29, 1999	IC 009-Microprocessor-based pre-paid cards dispensed by automatic vending machines; IC 036-Financial services, namely, providing credit card, debit card, charge card and store-valued prepaid smart card services.
Datawave Systems Inc.	United States	POWERED BY DATAWAVE	Registration No. 2,633,377	May 22, 2001	IC 009-Magnetic coded pre-paid telecommunications calling cards, dispensed by automatic vending machines; microprocessor-based pre-paid cards dispensed by automatic vending machines; vending machines; IC 036-Prepaid telecommunications calling card services; financial services, namely, providing credit card, debit card, charge card and store-valued prepaid smart card services.
Datawave Systems Inc.	United States	INONECARD	Registration No. 2,943,579	Sept. 10, 2002	IC 009. Magnetically encoded prepaid stored-value cards; and prepaid stored-value encoded smart cards; IC 036-Financial services, namely, issuing electronic prepaid cash and stored-value cards; electronic cash transactions; prepaid purchase card services, namely, processing electronic payments made through prepaid cards; and bill payments from accounts associated with prepaid cards; IC 016-Non-magnetically encoded prepaid stored-value cards.