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
CMS Operations, LLC	FORMERLY CMS Merger Sub, Inc.	10/02/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Northstar Mezzanine Partners V L.P.
Street Address:	45 South 7th Street
Internal Address:	2310 Plaza VII
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2528644	CASH MANAGEMENT SOLUTIONS
Serial Number:	77535161	IRIS

CH $65.00 2528644

CORRESPONDENCE DATA

Fax Number: (612)977-8650
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612.977.8516
Email: jbartl@briggs.com
Correspondent Name: Joyce Bartl
Address Line 1: 80 South 8th Street
Address Line 2: 2400 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	33324.60
NAME OF SUBMITTER:	Joyce Bartl

Signature:	/s/ Joyce Bartl
Date:	10/02/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Dated: October 2, 2008

WHEREAS, CMS OPERATIONS, LLC, a Delaware limited liability company, successor by merger to CMS MERGER SUB, 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, Grantor and NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of October 2, 2008 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a promissory notes in the aggregate original principal amount of $10,250,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of October 2, 2008 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of 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 amounts owing by Grantor under the Note Purchase Agreement and the Other Agreements (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 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 License; 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 Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

CMS OPERATIONS, LLC
a Delaware limited liability company

By: _____
Name: Mike D. Brookshire
Title: Secretary

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

CMS OPERATIONS, LLC
a Delaware limited liability company

By:_____
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: D E Mark
Name: Douglas E. Mark
Title: Managing Partner

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Schedule 1 to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REGISTERED	OWNER
Cash Management Solutions	2528644	July 12, 2000	CMS Operations, LLC

TRADEMARK APPLICATIONS

IRIS	77535161	Filed with the USPTO on July 30, 2008	CMS Operations, LLC

TRADEMARK LICENSES

NAME OF AGREEMENT	PARTIES	DATE OF AGREEMENT
	- None -	

COMMON LAW TRADEMARKS

None