

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>QPAY, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>FLORIDA</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT</u> Internal Address: _____ Street Address: <u>P.O. BOX 660197</u> City: <u>DALLAS</u> State: <u>TEXAS</u> Country: <u>UNITED STATES</u> Zip: <u>75266</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>NATIONAL ASSOCIATION</u> Citizenship <u>UNITED STATES</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>APRIL 1, 2010</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>77/690,530 (MYSTAR123)</u></p> <p>B. Trademark Registration No.(s) <u>2,957,746 (QPAY)</u> <u>3,151,297 (THE QUICK WAY TO PAY)</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>LUCY KIMSEY</u> Internal Address: <u>SUITE 1200</u> Street Address: <u>1900 K STREET, N.W.</u> City: <u>WASHINGTON</u> State: <u>D.C.</u> Zip: <u>20006-1109</u> Phone Number: <u>404-888-4048</u> Fax Number: <u>404-602-8862</u> Email Address: <u>lkimsey@hunton.com</u></p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>0</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>Deposit Account Number <u>50-0206</u> Authorized User Name <u>Eric J. Hanson</u></p>	
<p>9. Signature: <u>Lucy Kimsey</u> <u>MAY 18, 2010</u> Signature Date</p> <p style="text-align: center;"><u>LUCY KIMSEY</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Attachment to Recordation Form Cover Sheet
to Record Trademark Security Agreement
between**

**QPAY, INC.
(Conveying Party)**

and

**JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
(Receiving Party)**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	3,479,454 (MYSTAR123.COM)
	3,440,505 (QPAY THE RIGHT PARTNER)

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TO: HUNTON & WILLIAMS LLP COMPANY: 1900 K STREET, N.W.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.105/13/2010
900162140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QPAY, INC.		04/01/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	P.O. BOX 880197		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75288		
Entity Type:	NATIONAL BANKING ASSOCIATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2957746	QPAY	
Registration Number:	3151297	THE QUICK WAY TO PAY	
Registration Number:	3479454	MYSTAR123.COM	
Registration Number:	3440505	QPAY THE RIGHT PARTNER	
Serial Number:	77690530	MYSTAR123	
CORRESPONDENCE DATA			
Fax Number:	(404)602-8862		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-955-1500		
Email:	lkimsey@hunton.com		
Correspondent Name:	HUNTON & WILLIAMS LLP		
Address Line 1:	1900 K STREET, N.W.		
Address Line 2:	SUITE 1200		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20008-1109		
ATTORNEY DOCKET NUMBER:	64226.001001		

CH \$140.00 2957746

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TO: HUNTON & WILLIAMS LLP COMPANY: 1900 K STREET, N.W.

NAME OF SUBMITTER:	Eric J. Hanson
Signature:	/Eric J. Hanson/
Date:	05/13/2010
Total Attachments: 3 source=qpay_TM_security_agmt#page1.tif source=qpay_TM_security_agmt#page2.tif source=qpay_TM_security_agmt#page3.tif	

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TO: HUNTON & WILLIAMS LLP COMPANY: 1900 K STREET, N.W.

TRADEMARK SECURITY AGREEMENT

WHEREAS, QPAY, INC., a Florida corporation ("Grantor"), owns the Trademarks (as defined below), trademark registrations, and trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark Licenses (as defined below) listed on Schedule I annexed hereto; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 30, 2009 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, InComm Holdings, Inc., certain subsidiaries of InComm Holdings, Inc. 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 I 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 I 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 I annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule I 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 1 day of April, 2010.

Acknowledged:

GRANTOR:

QPAY, INC.

By:

Name:

Title:


 M. Brooke Smith
 Chairman

SECURED PARTY:JPMORGAN CHASE BANK, N.A.,
as administrative agent

By:

John A. Horst, Vice President

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TO:HUNTON & WILLIAMS LLP COMPANY:1900 K STREET, N.W.

TRADEMARK SECURITY AGREEMENT

WHEREAS, QPAY, INC., a Florida corporation ("Grantor"), owns the Trademarks (as defined below), trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 30, 2009 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, InComm Holdings, Inc., certain subsidiaries of InComm Holdings, Inc. 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 to 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 1 day of April, 2010.

Acknowledged:

GRANTOR:

QPAY, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

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

By: 
John A. Horn, Vice President
Senior Vice President

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 .TO:HUNTON & WILLIAMS LLP COMPANY:1900 K STREET, N.W.

Schedule 1
 to Trademark
 Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
QPay, Inc.	US	QPAY	2957746	05/31/2005	registered
QPay, Inc.	US	THE QUICK WAY TO PAY	3151297	10/03/2006	registered
QPay, Inc.	US	.MYSTAR123.COM	3479454	10/05/2008	registered
QPay, Inc.	Florida	MYSTAR123	T09000000221	05/13/2009	registered
QPay, Inc.	US	QPAY THE RIGHT PARTNER	3440505	06/03/2008	registered
QPay, Inc.	Florida	QPAY - THE RIGHT PARTNER	T07000001532 IC 036	11/05/2007	registered
QPay, Inc.	US	MYSTAR123	77690530	03/02/2010	registered

SCHEDULE 1 to Trademark Security Agreement, Solo Page
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RECORDED: 05/13/2010

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