

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
MOZIDO, LLC.		08/08/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MOBILE TECH INVESTMENTS, LLC.
Street Address:	5 CONCOURSE PARKWAY
Internal Address:	SUITE 400
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3936545	MOZIDO
Serial Number:	85200596	MOZIDO MULTI CHANNEL TRANSACTION SERVICES
Serial Number:	85378792	CLOUD REMIT
Serial Number:	85378777	CLOUD REMITTANCE
Serial Number:	85378768	CLOUD PAY
Serial Number:	85378755	CLOUD PHARMACY
Serial Number:	85378741	CLOUD RX
Serial Number:	85378725	CLOUD BILLPAY
Serial Number:	85347372	MOZIDO
Serial Number:	85346233	GLOBAL WALLET
Serial Number:	85346231	SKY WALLET
Serial Number:	85334188	VWALLET
Serial Number:	85334185	CWALLET

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Serial Number:	85334180	VIRTUAL WALLET
Serial Number:	85334177	CLOUD WALLET
Serial Number:	85331266	CLOUD PAYMENTS
Serial Number:	85331257	VIRTUAL PAYMENTS
Serial Number:	85331040	THE GLOBAL PAYMENT SYSTEM
Serial Number:	85331036	THE GLOBAL PAYMENT NETWORK
Serial Number:	85310298	BANKING THE REST OF THE WORLD

CORRESPONDENCE DATA

Fax Number: (404)962-6729
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jihan.jenkins@troutmansanders.com
Correspondent Name: JIHAN A.R. JENKINS
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	006424.110996
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	08/10/2011

Total Attachments: 5
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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of August 8, 2011 by MOZIDO, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of MOBILE TECH INVESTMENTS, LLC, a Georgia limited liability company ("*Secured Party*").

WITNESSETH:

WHEREAS, Secured Party has made certain loans and investments in Grantor pursuant to that certain Second Amended and Restated Note Purchase Agreement, dated of even date herewith (as further amended, restated, supplemented or otherwise modified from time to time, the "*Note Purchase Agreement*"), by and among Grantor, Affinity Holding, LLC, and Secured Party; and

WHEREAS, the obligations of the Grantor under the Note Purchase Agreement are secured by that certain Amended and Restated Security Agreement, dated January 28, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among Grantor, Affinity Holding, LLC, and Secured Party, pursuant to which Grantor granted to Secured Party a lien on and security interest in, among other things, certain trademarks and trademark applications then held or after-acquired, including without limitation those trademarks and trademark applications described on Exhibit A attached hereto and incorporated herein by reference (the "*Marks*") as security for performance of the Obligations (as defined therein);

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Note Purchase Agreement with Grantor, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Marks;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against any third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or any trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the security interest granted to Secured Party pursuant to the Security Agreement and 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 thereunder 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.

Section 4. Amendment and Restatement

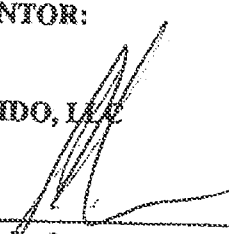
This Agreement amends and restates that certain Amended and Restated Trademark Security Agreement, dated as of January 28, 2011 (the "*First Amended and Restated Trademark Security Agreement*"), executed by Grantor in favor of Secured Party in its entirety. Grantor hereby acknowledges and agrees that (i) the Uniform Commercial Code financing statements, other security agreements, guarantees, and other agreements, documents and instruments evidencing or otherwise relating to the Original Trademark Security Agreement shall remain in full force and effect, without waiver or modification, notwithstanding the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated by this Agreement; and (ii) reaffirms each of its agreements and obligations owing under each of the agreements, documents and instruments evidencing or otherwise relating to the First Amended and Restated Trademark Security Agreement. This Agreement is not a novation.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Second Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MOZIDO, LLC

By: 
Name: Ira Levy
Title: Executive Vice President, Chief
Financial Officer and Secretary

Accepted and Agreed as of the date first above written:

MOBILE TECH INVESTMENTS, LLC

By: _____
Name: Jeffrey Howard
Title: President

[Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004602 FRAME: 0188

IN WITNESS WHEREOF, Grantor has caused this Second Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

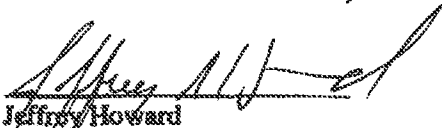
GRANTOR:

MOZIDO, LLC

By: _____
Name: Ira Levy
Title: Executive Vice President, Chief
Financial Officer and Secretary

Accepted and Agreed as of the date first above written:

MOBILE TECH INVESTMENTS, LLC


By: 
Name: Jeffrey Howard
Title: President

[Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004602 FRAME: 0189

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOZIDO (Registered)	3,936,545 (77/937,678)	March 29, 2011 (February 17, 2010)
	77/890,610	December 10, 2009
(Abandoned)		
MOZIDO MULTI CHANNEL TRANSACTION SERVICES (Pending)	85/200,596	December 17, 2010
CLOUD REMIT (Pending)	85/378,792	July 22, 2011
CLOUD REMITTANCE (Pending)	85/378,777	July 22, 2011
CLOUD PAY (Pending)	85/378,768	July 22, 2011
CLOUD PHARMACY (Pending)	85/378,755	July 22, 2011
CLOUD RX (Pending)	85/378,741	July 22, 2011
CLOUD BILLPAY	85/378,725	July 22, 2011
MOZIDO (Pending)	85/347,372	June 15, 2011
GLOBAL WALLET (Pending)	85/346,233	June 14, 2011
SKY WALLET (Pending)	85/346,231	June 14, 2011
VWALLET (Pending)	85/334,188	May 31, 2011
CWALLET (Pending)	85/334,185	May 31, 2011
VIRTUAL WALLET (Pending)	85/334,180	May 31, 2011
CLOUD WALLET (Pending)	85/334,177	May 31, 2011
CLOUD PAYMENTS (Pending)	85/331,266	May 26, 2011
VIRTUAL PAYMENTS (Pending)	85/331,257	May 26, 2011
THE GLOBAL PAYMENT SYSTEM (Pending)	85/331,040	May 26, 2011
THE GLOBAL PAYMENT NETWORK (Pending)	85/331,036	May 26, 2011
BANKING THE REST OF THE WORLD (Pending)	85/310,298	May 2, 2011