

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
BServ Internet Payments, Inc.		08/24/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street, 20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2668814	COMMERCANT	
Registration Number:	3200290	M2	
Registration Number:	2963064	POSWARE	
Registration Number:	3721809	IT'S YOUR MONEY. GET IT ANYWHERE.	
Registration Number:	3766450	IT'S YOUR MONEY. GET IT FASTER.	
Registration Number:	2925607	MOBILESCAPE	
CORRESPONDENCE DATA			
Fax Number:	(312)902-1061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-17		

CH \$165.00 2668814

900200626

TRADEMARK

REEL: 004611 FRAME: 0368

NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	08/25/2011
Total Attachments: 5 source=Trademark Security Agreement - Domestic Sub#page1.tif source=Trademark Security Agreement - Domestic Sub#page2.tif source=Trademark Security Agreement - Domestic Sub#page3.tif source=Trademark Security Agreement - Domestic Sub#page4.tif source=Trademark Security Agreement - Domestic Sub#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of this 24th day of August, 2011, is made by BSERV INTERNET PAYMENTS, INC., a Nevada Corporation (“**Grantor**”) with its principal place of business and mailing address at 8350 South Durango Drive, Suite 140, Las Vegas, Nevada 89113 (“**Grantor**”) in favor of Bank of Montreal as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the Guarantors (each a “**Debtor**” and collectively the “**Debtors**”) grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the “**Secured Creditors**”) a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent 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 the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

BSEV INTERNET PAYMENTS, INC., a Nevada corporation

By: 
Name: David Kvederis
Title: President


Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL

By: Aleen M. Hartje
Name: Aleen M. Hartje
Title: Director

SCHEDULE A

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Goods/ Services	App. No. App. Date	Reg. No. Reg. Date	Owner
COMMERCIANT	US	9, 36	76369916 2/12/2002	2668814 12/31/2002	BSERV INTERNET PAYMENTS, INC.
M2 	US	9	78212735 2/10/2003	3200290 1/23/2007	BSERV INTERNET PAYMENTS, INC.
POSWARE	US	42	78212743 2/10/2003	2963064 7/21/2005	BSERV INTERNET PAYMENTS, INC.
IT'S YOUR MONEY. GET IT ANYWHERE	US	36	77733561 5/11/2009	3721809 12/8/2009	BSERV INTERNET PAYMENTS, INC.
IT'S YOUR MONEY. GET IT FASTER.	US	36	77733529 5/11/2009	3766450 3/30/2010	BSERV INTERNET PAYMENTS, INC.
MOBILESCAPE	US	9, 36	76370360 2/12/2002	2925607 2/8/2005	BSERV INTERNET PAYMENTS, INC.

2. REGISTERED FOREIGN TRADEMARKS:

None.

3. TRADEMARK APPLICATIONS:

None.