

10-04-2006

Electronic Version v1.1
 Stylesheet Version v1.1



103316763

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITC Financial Services, LLC		05/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	1111 Fannin Street
Internal Address:	TX 2-135
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78469983	THE SMARTEST WAY TO HANDLE MONEY
Serial Number:	78469981	MIO
Serial Number:	78467070	PRIMO
Serial Number:	78316062	THE ONLY WAY
Serial Number:	78290572	SNAPPAY
Registration Number:	2867750	CHECK POWER

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2148554775
 Email: awalker@jenkens.com
 Correspondent Name: Andrea Walker
 Address Line 1: 1445 Ross Avenue

CH \$165.00 78469983

Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	12283-194 ITC FINANCIAL
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NAME OF SUBMITTER:	ANDREA WALKER
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Signature:	/Andrea Walker/
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Date:	09/25/2006
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, ITC Financial Services, LLC, a Delaware limited liability company ("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 IPMorgan 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 13 day of May, 2006.

Acknowledged:

GRANTOR:

ITC FINANCIAL SERVICES, LLC

By: [Signature]
Name: [Signature]
Title: CEO

SECURED PARTY:

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

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the _____ day of May, 2006.

Acknowledged

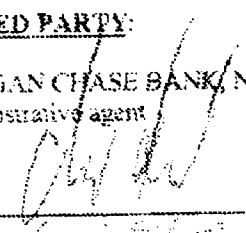
GRANTOR:

HC FINANCIAL SERVICES, LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

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

By: 
Name: _____
Title: _____

Schedule I
to Trademark
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
ITC Financial Services, LLC	US	THE SMARTEST WAY TO HANDLE MONEY	78/469983	09/19/2004	Pending
ITC Financial Services, LLC	US	MO	78/469981	09/19/2004	Pending
ITC Financial Services, LLC	US	PRIMO	78/467970	09/13/2004	Pending
ITC Financial Services, LLC	US	THE ONLY WAY	78/316962	10/20/2003	Pending
ITC Financial Services, LLC	US	SNAPPAY	78/290572	09/21/2003	Pending
ITC Financial Services, LLC	US	CHECK POWER	2867759	07/27/2004	Registered

SCHEDULE I to TRADEMARK SECURITY AGREEMENT -- Solo Page
 RELEASE (150699) 1225400194

RECORDED: 09/25/2006

TRADEMARK
 REEL: 003403 FRAME: 0624