

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Security Interest (Second-Lien U.S. Security Agreement) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ACI Billing Services, Inc. | FORMERLY Aelix, Inc. | 05/02/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Collateral Agent: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2602393 | AELIX MAIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)354-8113 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-819-8923 | | |
| Email: | trademarkdocket@whitecase.com | | |
| Correspondent Name: | Matthew Bart c/o White & Case LLP | | |
| Address Line 1: | 1155 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 1104031-0429 | | |
| NAME OF SUBMITTER: | Matthew Bart | | |
| Signature: | /Matthew Bart/ | | |
| Date: | 07/27/2006 | | |

CH \$40.00 2602393

Total Attachments: 6

source=Grant Second Lien#page1.tif

source=Grant Second Lien#page2.tif

source=Grant Second Lien#page3.tif

source=Grant Second Lien#page4.tif

source=Grant Second Lien#page5.tif

source=Grant Second Lien#page6.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ACI Billing Services, Inc., a Delaware corporation (the "Grantor") with principal offices at 2700 Patriot Boulevard, Suite 150, Glenview, IL 60026, hereby grants to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Second-Lien U.S. Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

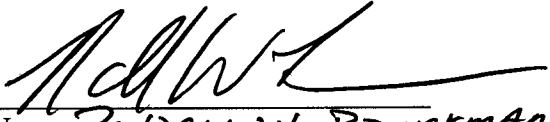
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second-Lien U.S. Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 5, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Second-Lien U.S. Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Second-Lien U.S. Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Second-Lien U.S. Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second-Lien U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second-Lien U.S. Security Agreement, the provisions of the Second-Lien U.S. Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

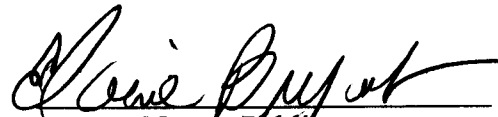
2nd day of May, 2006.

ACI BILLING SERVICES, INC., Grantor

By 
Name: RANDALL W BROCKMAN
Title: Senior Vice President

STATE OF New York)
) ss:
COUNTY OF New York)

On this 2nd day of May, 2006, before me personally came Randall W. Brouckman, who being duly sworn, did depose and say that he is Vice President of ACI BILLING SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

ELAINE BRYANT
Notary Public, State of New York
No. 31-4847672
Qualified in New York County
Commission Expires Feb. 28, 2010

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By Scotty D. Lindsey
Name: Scotty D. Lindsey
Title: Director

By Lana Gifas
Name: Lana Gifas
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 3rd day of May, 2006, before me personally came each of Scottye D. Lindsey and Lana Gifas who, being by me duly sworn, did state as follows: that they are Director and Vice President, respectfully of Deutsche Bank AG New York Branch, that each of them are authorized to execute the foregoing Grant on behalf of said corporation and that each of them did so by authority of the Board of Directors of said corporation.

Maureen E Thomas
Notary Public
MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

SCHEDULE A

| OWNER | COUNTRY/APPLICATION/ REGISTRATION NUMBER | FILING/ REG. DATE | DESCRIPTION (MARK) |
|---------------------------|---|------------------------------|---------------------------|
| ACI Billing Services Inc. | U.S. Reg. No. 2602393 | 10/05/00 | AELIX MAIL |