

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/04/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merchant eSolutions, Inc.		08/04/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue, 5th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2590401	MERCHANT E-SOLUTIONS

**CORRESPONDENCE DATA**

Fax Number: (214)855-4300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: jmuennink@jenkens.com  
 Correspondent Name: Cathryn A. Berryman/Jenkins & Gilchrist  
 Address Line 1: 1445 Ross Ave., Suite 3700  
 Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	12283-201
NAME OF SUBMITTER:	Cathryn A. Berryman
Signature:	/Cathryn A. Berryman/
Date:	08/25/2006

**CH \$40.00 2590401**

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Merchant eSolutions, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), are parties to a Credit Agreement dated August 4, 2006 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the lenders party thereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 4, 2006 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and 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 Credit 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) 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 and the trademark registrations issued with respect to the trademark applications referred in Schedule 1, or (b) injury to the goodwill associated with any Trademark or trademark registration.


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 4 day of August, 2006.

Acknowledged:

**GRANTOR:**

MERCHANT ESOLUTIONS, INC.

By:   
Name: Shari B. Baker  
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 thereunto as of the \_\_\_ day of August, 2006.

Acknowledged:

**GRANTOR:**

MERCHANT ESOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Trademark	Registration No.	Registration Date	Status
Merchant eSolutions, Inc.	MERCHANT ESOLUTIONS & DESIGN	2,590,401	07/09/2002	Registered