

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Collateral Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AT Systems, Inc.		04/10/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	First Canadian Place
<b>Internal Address:</b>	Corporate Finance, 11th Floor
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5X 1A1
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2671415	AT SYSTEMS
Registration Number:	2642277	AT SYSTEMS
Registration Number:	2986215	AT SYSTEMS
Registration Number:	3128920	AUTOVEND
Registration Number:	2821984	CASHLINK
Registration Number:	2957995	EVEN XCHANGE
Registration Number:	3086071	EVEN XCHANGE
Registration Number:	3160975	RETAIL DIRECT
Serial Number:	78235590	RETAIL DIRECT

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430

CH \$240.00 2671415

Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1655943

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 04/11/2007

Total Attachments: 6  
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## FIRST LIEN TRADEMARK COLLATERAL AGREEMENT

This 10th day of April, 2007, AT SYSTEMS, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 3280 E. Foothill Blvd., Pasadena, CA 91107, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("*BMO*"), with its mailing address at Corporate Finance, 11<sup>th</sup> Floor, First Canadian Place, Toronto, Ontario, Canada M5X 1A1, acting as administrative agent for the Secured Creditors defined in that certain Senior First Lien Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Senior First Lien Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this First Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this First Lien Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Secured Creditors, on such Intent-

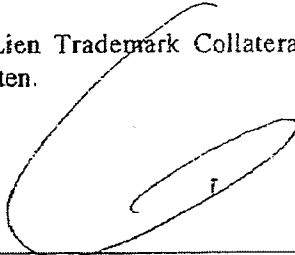
To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AT SYSTEMS, INC.



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

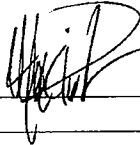
[Signature page to First Lien Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AT SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BANK OF MONTREAL, as Agent

By  \_\_\_\_\_  
Name: **Mark W. Piekos**  
Its: **Managing Director**

[Signature page to First Lien Trademark Collateral Agreement]

**SCHEDULE A-1  
TO FIRST LIEN TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
AT SYSTEMS		2,671,415
AT SYSTEMS (STYLIZED)		2,642,277
AT SYSTEMS and design		2,986,215
AUTOVEND		3,128,920
CASHLINK		2,821,984
EVEN XCHANGE		2,957,995
EVEN XCHANGE and design		3,086,071
RETAIL DIRECT	Application No. 78/235590	3,160,975

**PENDING FEDERAL TRADEMARK APPLICATIONS**

RETAIL DIRECT	78235590	Pending
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**SCHEDULE A-2  
TO FIRST LIEN TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None