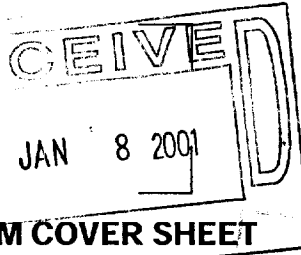


01-24-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101591902



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

1.8.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
4 5 00

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
4 5 00

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/23/2001 GTOM11 00000246 75547220  
01 FC:481 40.00 OP  
02 FC:482 225.00 OP

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

REEL: 002217 FRAME: 0700

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

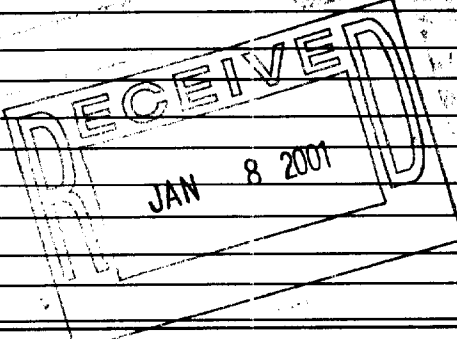
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text" value="75/547220"/>	<input type="text" value="75/547,265"/>	<input type="text" value="75/553143"/>
<input type="text" value="75/668770"/>	<input type="text" value="75/553,632"/>	<input type="text" value="75/475702"/>
<input type="text" value="75/546,808"/>	<input type="text" value="75/533,643"/>	<input type="text" value="75/976995"/>

**Registration Number(s)**

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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LaShana C. Jimmar

A handwritten signature in black ink, appearing to read "LaShana C. Jimmar". The signature is written in a cursive style and is positioned above a horizontal line.

January 4, 2001

Name of Person Signing

Signature

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

### Receiving Party

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Mark if additional numbers attached

#### Trademark Application Number(s)

#### Registration Number(s)

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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
4 5 00

Name

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RECORDATION FORM COVER SHEET  
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**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

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Execution Date  
Month Day Year  
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Schedule 1  
TRADEMARKS

<u>Owner</u>	<u>Name of Mark</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Registration No.</u>
IVI Checkmate Corp.	EN-COMPASS	75/547220	9/2/1998	Pending
IVI Checkmate Corp.	EN-CONCERT SOFTWARE SOLUTIONS	75/668770	3/26/1999	Pending
IVI Checkmate Corp.	EN-CRYPT	75/546,808	9/2/1998	Pending
IVI Checkmate Corp.	EN-FORM	75/547,265	9/2/1998	Pending
IVI Checkmate Corp.	EN-SCRIBE	75/553,632	9/15/1998	Pending
IVI Checkmate Corp.	EN-SERVE	75/533,643	9/15/1998	Pending
IVI Checkmate Corp.	EN-TERNET	75/553143	9/15/1998	Pending
IVI Checkmate Corp.	INTEGRATED TRANSACTION SOLUTIONS	75/475702	4/28/1998	Pending
IVI Checkmate Inc.	JIGSAW	75/976995	5/28/1996	2166629
IVI Checkmate Inc.	TOTALCARE	75/379419	10/27/1997	2221457



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") dated April 5, 2000 is entered into by and between Congress Financial Corporation (Southern), a Georgia corporation ("Lender") and IVI Checkmate Corp., a Delaware corporation ("Parent"), IVI Checkmate Inc., a Georgia corporation ("Checkmate"), Plourde Computer Services, Inc., a California corporation ("Plourde"), Debitek, Inc., a Delaware corporation ("Debitek"), National Transaction Network, Inc., a Delaware corporation ("NTN"); EnConcert Solutions, LLC ("EnConcert"; Parent, Checkmate, Plourde, Debitek, NTN and ICS are from time to time collectively referred to as the "Borrowers" and each individually as a "Borrower").

### W I T N E S S E T H

WHEREAS, Lender and Borrowers are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to extend credit to Borrowers from time to time and Borrowers have granted to Lender a security interest substantially all of Borrowers' assets; and

WHEREAS, Lender has required that Borrowers execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement), and (ii) as a condition precedent to any extension of credit under the Loan Agreement; and

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Borrower hereby agrees as follows:

1. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed those terms in the Loan Agreement.

2. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Borrower hereby grants to Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, all of which are listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties,

damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of each Borrower's business symbolized by the foregoing and connected therewith, and (e) all of each Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"; and (ii) the goodwill of each Borrower's business connected with and symbolized by the Trademarks.

3. Each Borrower agrees that it will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with the Trademarks.

4. Each Borrower authorizes Lender to modify this Agreement by amending Schedule 1 to include any future trademarks, service marks, and trademark or service mark applications or registrations which are or may become Trademarks hereunder and to record such modifications (or notice thereof) in the United States Patent and Trademark Office or with other applicable recording office at the expense of the Borrowers. Each Borrower agrees to execute any and all instruments (including individual conditional assignments or security agreements) necessary to confirm such amendment or to enable such recording.

5. Each Borrower agrees (i) not to abandon any Trademark without the prior written consent of Lender, and (ii) to take all action necessary to maintain in force any registration of the Trademarks, in the United States Patent and Trademark Office and in any other jurisdiction in which it is registered, including (without limitation) any filing, to the extent permitted and authorized by law, any declarations under Sections 8 and 15 of the Trademark Act of 1946 (Lanham Act) and any renewals thereunder, with respect to the Trademarks. Any expense with regard to the foregoing shall be borne and paid by the Borrowers.

6. From and after the occurrence of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, each Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents

reasonably required by Lender in aid of such enforcement. Each Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 6 (including, without limitation, fees and expenses of attorneys and paralegals for Lender).

7. (a) Each Borrower hereby irrevocably designates, constitutes and appoints Lender (and all officers and agents of Lender designated by Lender in its sole and absolute discretion) as such Borrower's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in such Borrower's or Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for Lender in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as Lender reasonably deems in its best interest. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, each Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks to Lender or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Each Borrower agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that

Lender may give any shorter notice that is commercially reasonable under the circumstances.

8. Upon the satisfaction of the Obligations and the termination of the credit facility under the Loan Agreement, Lender shall execute and deliver to Borrowers all instruments as may be necessary or proper to remove and terminate the security interest, and to reassign to Borrowers any and all right, title and interest in the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. This Agreement is subject to modification only by a writing signed by the parties.

11. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

12. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original, executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original, executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

13. This Agreement shall be construed according to the internal laws of the State of Georgia, without regard to the conflict of laws principles thereof.

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IN WITNESS WHEREOF, Lender and Borrowers have caused these presents to be duly executed as of the day and year first above written.

**LENDER**

**CONGRESS FINANCIAL CORPORATION  
(SOUTHERN)**

By: Susan L. Miller

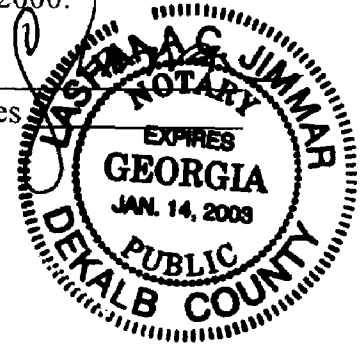
Title: VP

Address:  
200 Galleria Parkway  
Suite 1500  
Atlanta, GA 30303  
Facsimile No.: (770) 956-1861

NOTARY PUBLIC

Sworn and subscribed before me  
this 5th day of April, 2000.

Lashana C. Jimmar  
My Commission Expires



**BORROWERS**

**IVI CHECKMATE CORP.**

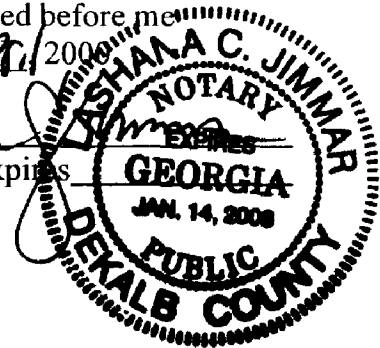
By: [Signature]  
Title: Executive Vice President Finance CFO and Secretary and Treasurer

Chief Executive Office:  
1003 Mansell Road  
Roswell, GA 30076

NOTARY PUBLIC

Sworn and subscribed before me  
this 5th day of April, 2000.

Lashana C. Jimmar  
My Commission Expires



**IVI CHECKMATE INC.**

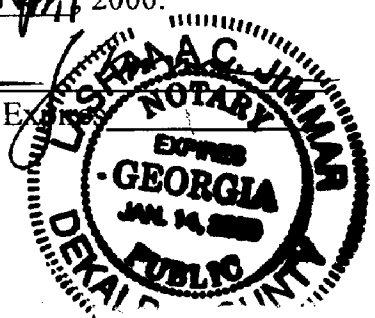
By: [Signature]  
Title: Executive Vice President

Chief Executive Office:  
1003 Mansell Road  
Roswell, GA 30076

NOTARY PUBLIC

Sworn and subscribed before me  
This 5th day of April, 2000.

Lashana C. Jimmar  
My Commission Expires



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**PLOURDE COMPUTER SERVICES, INC.**

By: [Signature]  
Title: \_\_\_\_\_

Chief Executive Office:  
6723 Sierra Court, Suite G  
Dublin, CA 94568

**NOTARY PUBLIC**

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_, 2000.

My Commission Expires \_\_\_\_\_

**DEBITEK, INC.**

By: [Signature]  
Title: \_\_\_\_\_

Chief Executive Office:  
2115 Chapman Road  
Chattanooga, TN 37421

**NOTARY PUBLIC**

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_, 2000.

My Commission Expires \_\_\_\_\_

**NATIONAL TRANSACTION NETWORK, INC.**

By: [Signature]  
Title: \_\_\_\_\_

Chief Executive Office:  
117 Flanders Rd.  
Westborough, MA 01581

**NOTARY PUBLIC**

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_, 2000.

My Commission Expires \_\_\_\_\_

**ENCONCERT SOLUTIONS, LLC**

By: [Signature]  
Title: \_\_\_\_\_

Chief Executive Office:  
1003 Mansell Road  
Roswell, GA 30076

**NOTARY PUBLIC**

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_, 2000.

My Commission Expires \_\_\_\_\_

**PLOURDE COMPUTER SERVICES, INC.**

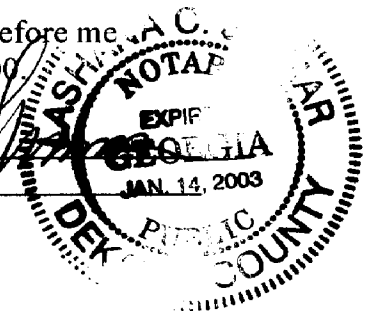
By: [Signature]  
Title: Executive Vice President

Chief Executive Office:  
6723 Sierra Court, Suite G  
Dublin, CA 94568

**NOTARY PUBLIC**

Sworn to and subscribed before me  
this 5<sup>th</sup> day of April, 2000.

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**DEBITEK, INC.**

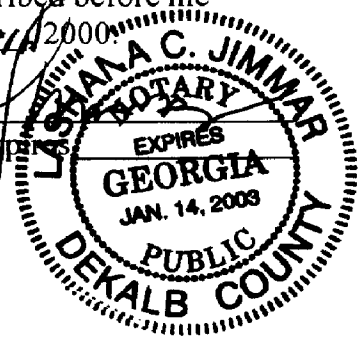
By: [Signature]  
Title: Executive Vice President

Chief Executive Office:  
2115 Chapman Road  
Chattanooga, TN 37421

**NOTARY PUBLIC**

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**NATIONAL TRANSACTION NETWORK, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Executive Office:  
117 Flanders Rd.  
Westborough, MA 01581

**NOTARY PUBLIC**

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**ENCONCERT SOLUTIONS, LLC**

By: [Signature]  
Title: Executive Vice President

Chief Executive Office:  
1003 Mansell Road  
Roswell, GA 30076

**NOTARY PUBLIC**

Sworn to and subscribed before me  
this 5<sup>th</sup> day of April, 2000.

My Commission Expires \_\_\_\_\_

