

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
e2Interactive, Inc.		12/19/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	1111 Fannin Street
Internal Address:	9th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2888804	FASTPIN
Registration Number:	2521936	INCOMM
Registration Number:	2733727	INCOMM
Registration Number:	2549126	INCOMM
Registration Number:	2891493	FASTCARD
Registration Number:	2266684	INCOMM
Registration Number:	1895322	COINSAVER
Registration Number:	1952146	TRAVELTEL
Registration Number:	2537002	FASTCARD
Registration Number:	2310078	DISCOUNT ATLANTA
Registration Number:	2370141	CALL ST. NICK
Registration Number:	2354180	DISCOUNT USA
Registration Number:	2369954	DISCOUNT WORLD

CH \$1265.00 2888804

Registration Number:	2354179	DISCOUNT ASIA
Registration Number:	2266630	DISCOUNT MEXI-CALL
Registration Number:	2214721	DISCOUNT
Registration Number:	2308161	GHI DIAL 4 LESS
Registration Number:	2209986	TELEOFFICE
Registration Number:	2074680	DIAL-4-LESS
Registration Number:	1896481	¢OIN\$AVER
Serial Number:	78067669	FASTCELL
Serial Number:	76022771	FASTCARD
Serial Number:	76022616	FASTCARD
Serial Number:	75861034	EPOSA (ELECTRONIC POINT OF SALE ACCESS)
Serial Number:	78684440	PAYMENT ZONE
Serial Number:	78684438	PAYMENT ZONE
Serial Number:	78684422	PAYMENT ZONE
Serial Number:	78622836	VANILLA VOUCHERS
Serial Number:	78622816	VANILLA VOUCHERS
Serial Number:	78622809	VANILLA VOUCHERS
Serial Number:	78622801	VANILLA
Serial Number:	78622782	VANILLA
Serial Number:	78622772	VANILLA
Serial Number:	78618224	VANILLA VOUCHERS
Serial Number:	78618211	VANILLA VOUCHERS
Serial Number:	78618199	VANILLA VOUCHERS
Serial Number:	78618194	VANILLA
Serial Number:	78618186	VANILLA
Serial Number:	78618174	VANILLA
Serial Number:	78518665	INCOMM
Serial Number:	78518656	INCOMM
Serial Number:	78518649	INCOMM
Serial Number:	78518640	FASTCARD
Serial Number:	78518619	FASTCARD
Serial Number:	78518609	FASTCARD
Serial Number:	78420749	CASH BOOST
Serial Number:	78420740	FASTTOUCH
Serial Number:	78420578	CASH BOOST

Serial Number:	78420568	FASTTOUCH
Serial Number:	78046783	CASH DEPOT

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-855-4775
Email: awalker@jenkens.com
Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue
Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	12283-194
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	01/27/2006

Total Attachments: 8
source=12283-194 e2interactive tm sec agr#page1.tif
source=12283-194 e2interactive tm sec agr#page2.tif
source=12283-194 e2interactive tm sec agr#page3.tif
source=12283-194 e2interactive tm sec agr#page4.tif
source=12283-194 e2interactive tm sec agr#page5.tif
source=12283-194 e2interactive tm sec agr#page6.tif
source=12283-194 e2interactive tm sec agr#page7.tif
source=12283-194 e2interactive tm sec agr#page8.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, e2Interactive, Inc., a Georgia corporation ("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, Grantor and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), are parties to a Credit Agreement dated December 16, 2005 (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 Secured Party; 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 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) 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

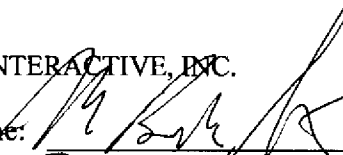
granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

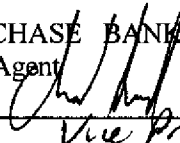
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the ____ day of December, 2005.

Acknowledged:

GRANTOR:

SECURED PARTY:

By: E2INTERACTIVE, INC.
Name: 
Title: President, CEO

By: JPMORGAN CHASE BANK, N.A., as
Administrative Agent
Name: 
Title: Vice President

ACKNOWLEDGEMENT

STATE OF Georgia §
 §
COUNTY OF Fulton §

On the 19th day of December, 2005 before me personally appeared M. Brooks Smith to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President, CEO of EZ Interactive, Inc. who being by me duly sworn, did depose and say that he is President, CEO of EZ Interactive, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Stacey Rawls
Notary Public

My commission expires:
10-27-07

ACKNOWLEDGEMENT

STATE OF Texas §
 §
COUNTY OF Dallas §

On the 22 day of December, 2005 before me personally appeared Chad Smith to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VP of Phorce, Char, Pak, etc who being by me duly sworn, did depose and say that he is VP of Phorce, Char, Pak, etc the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Sherri Hessler
Notary Public

My commission expires:



Schedule 1
to Trademark
Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS					
Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTPIN	2,888,804	09/28/2004	registered
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTCELL	78/067669	06/06/2001	pending
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	INCOMM	2,521,936	12/25/2001	registered (class 38)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	INCOMM	2,733,727	07/08/2003	registered (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	INCOMM	2,549,126	03/19/2002	registered (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTCARD	76/022771	04/11/2000	pending (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTCARD	76/022616	04/11/2000	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTCARD	2,891,493	10/05/2004	registered (class 38)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	EPOSA (ELECTRONIC POINT OF SALE ACCESS) [stylized]	75/861034	12/01/1999	pending
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	INCOMM	2,266,684	08/03/1999	registered (classes 9, 36, 38)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	COINSAVER & Design	1,896,481	05/30/1995	registered & renewed
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	COINSAVER	1,895,322	05/23/1995	registered & renewed

**TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	TRAVELTEL	1,952,146	01/30/1996	registered
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	PAYMENT ZONE	78/684440	08/03/2005	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	PAYMENT ZONE	78/684438	08/03/2005	pending (class 16)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	PAYMENT ZONE	78/684422	08/03/2005	pending (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA VOUCHERS & Design	78/622836	05/04/2005	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA VOUCHERS & Design	78/622816	05/04/2005	pending (class 16)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA VOUCHERS & Design	78/622809	05/04/2005	pending (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA & Design	78/622801	05/04/2005	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA & Design	78/622782	05/04/2005	pending (class 16)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA & Design	78/622772	05/04/2005	pending (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA VOUCHERS	78/618224	04/27/2005	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA VOUCHERS	78/618211	04/27/2005	pending (class 16)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA VOUCHERS	78/618199	04/27/2005	pending (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA	78/618194	04/27/2005	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA	78/618186	04/27/2005	pending (class 16)

**TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	VANILLA	78/618174	04/27/2005	pending (class 9)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	INCOMM	78/518665	11/17/2004	pending (class 36)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	INCOMM	78/518656	11/17/2004	pending (class 16)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	INCOMM	78/518649	11/17/2004	pending (class 9)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	FASTCARD	78/518640	11/17/2004	pending (class 36)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	FASTCARD	78/518619	11/17/2004	pending (class 16)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	FASTCARD	78/518609	11/17/2004	pending (class 9)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	CASH BOOST	78/420749	05/18/2004	pending (class 9)
e2interactive, Inc. (Georgia Corporation) [sic]	United States	FASTTOUCH	78/420740	05/18/2004	pending (class 9)
e2interactive, Inc. (Georgia Corporation), e2Interactive, Inc. [sic]	United States	CASH BOOST	78/420578	05/18/2004	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTTOUCH	78/420568	05/18/2004	pending (class 36)
e2interactive, Inc. d/b/a e2Interactive, Inc.	United States	CASH DEPOT	78/046783	02/06/2001	pending

**TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	FASTCARD	2,537,002	02/05/2002	registered (class 36)
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DISCOUNT ATLANTA	2,310,078	01/18/2000	registered - Supplemental Register
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	CALL ST. NICK	2,370,141	07/25/2000	registered
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DISCOUNT USA	2,354,180	05/30/2000	registered - Supplemental Register
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DISCOUNT WORLD	2,369,954	07/25/2000	registered
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DISCOUNT ASIA	2,354,179	05/30/2000	registered - Supplemental Register
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DISCOUNT MEXI- CALL	2,226,630	08/03/1999	registered
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DISCOUNT & Design	2,214,721	12/29/1998	registered
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	GHI DIAL 4 LESS & Design	2,308,161	01/18/2000	registered
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	TELEOFFICE	2,209,986	12/15/1998	cancelled 09/17/2005
e2Interactive, Inc. d/b/a e2Interactive, Inc.	United States	DIAL 4-LESS	2,074,680	06/24/1997	registered
e2Interactive, Inc.	United States	COINSAVER and Design	74158,808 1,896,418	05/30/95	registered

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	E2Interactive, Inc. to Interactive Communications International, Inc.	December 3, 2004
Trademark License Agreement	E2Interactive, Inc. to U.S. South Communications, Inc.	December 3, 2004
Trademark License Agreement	E2Interactive, Inc. to Vanilla Vouchers Limited	April 7, 2005