

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eliot Management Group, LLC		10/22/2003	Limited Liability Company: UTAH

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank
Street Address:	2200 Ross Avenue,
Internal Address:	5th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	78101547	EMG ELIOT MANAGEMENT GROUP
Serial Number:	78122667	EMG
Serial Number:	78101556	EMG ELIOT MANAGEMENT GROUP

CORRESPONDENCE DATA	
Fax Number:	(214)661-4899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214.953.6691
Email:	daltmdept@bakerbotts.com
Correspondent Name:	Kyle Volluz
Address Line 1:	2001 Ross Avenue, Ste 600
Address Line 2:	Baker Botts L.L.P.
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2330
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NAME OF SUBMITTER:	B. K. Drinkwater
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**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement" or "Agreement"), dated as of October 22, 2003, is made by Eliot Management Group, LLC, a Utah limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, as Administrative Agent (herein, together with its successors and assigns, the "Grantee") for the lending and other financial institutions (the "Lenders") from time to time parties to the Loan Agreement, dated as of October 22, 2003 (as from time to time amended, supplemented, or restated, the "Credit Agreement") among First American Payment Systems, L.P., a Texas limited partnership, Certified Payment Processing, L.P., a Texas limited partnership ( the "Borrowers"), FAPS Holdings, Inc., a Delaware corporation, the Lenders and the Grantee.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain other affiliated entities have executed and delivered a Guarantee and Collateral Agreement, dated as of October 22, 2003, in favor of the Grantee for the ratable benefit of the Lenders (as from time to time amended, supplemented, or restated, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademarks now owned or at any time hereafter acquired as collateral security for the prompt and complete payment and performance when due of its Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Grantee and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers, the Grantor hereby agrees with the Grantee for the ratable benefit of the Lenders, as follows (unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement):

Grantor does hereby grant to Grantee, for the ratable benefit of the Lenders, a security interest in any Trademarks (including those described in Schedule 1 hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at anytime in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations, subject to certain limitations set forth in the Guarantee and Collateral Agreement.


This Trademark Security Agreement has been executed and delivered by the Grantee for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This security interest is granted to the Grantee, for the ratable benefit of the Lenders, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall be controlling. The Guarantee and Collateral Agreement (and all right and remedies of the Grantee and Lenders thereunder) shall remain in full force and effect in accordance with

its terms. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

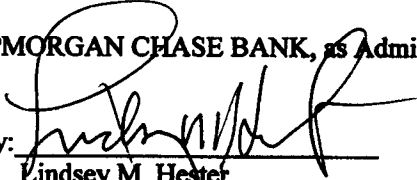
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ELIOT MANAGEMENT GROUP, LLC

By:   
Debra Bradford  
Executive Vice President and Chief  
Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, as Administrative Agent for the Lenders

By:   
Lindsey M. Hester  
Vice President

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TRADEMARK  
REEL: 002740 FRAME: 0786

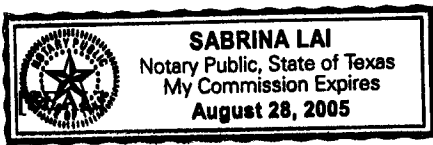
STATE OF TEXAS

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COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Debra Bradford as Executive Vice President and Chief Financial Officer of Eliot Management Group, LLC, a Utah limited liability company, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that she executed the same for the purpose and consideration therein expressed and on behalf of said limited liability company.

Given under my hand and seal of office this 22 day of October, A.D., 2003.



Sabrina Lai  
Notary Public, State of Texas

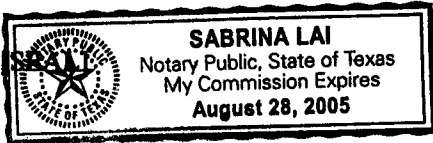
STATE OF TEXAS

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COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Lindsey M. Hester as Vice President of JPMorgan Chase Bank, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this 22 day of October, A.D., 2003.



Sabrina Lai  
Notary Public, State of Texas

Schedule 1

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Eliot Management Group	78101547	January 8, 2002
EMG	78122667	April 18, 2002
EMG Eliot Management Group and design	78101556	January 8, 2002

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
NONE		

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