

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		05/10/2006	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	IPAYMENT, INC.		
Street Address:	40 BURTON HILLS		
Internal Address:	SUITE 415		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2836525	IPAYMENT	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Alfi Guindi		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP - IP Docketing		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	3232/542		
NAME OF SUBMITTER:	Alfi Guindi		

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Signature:

/ALFI GUINDI/

Date:

06/08/2006

Total Attachments: 2

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 10, 2006, is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

WHEREAS, IPayment, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on January 20, 2005 at Reel 3012 and Frame 0910; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

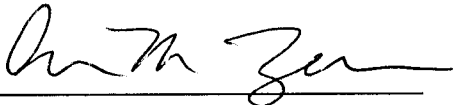
NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Administrative Agent

By: 

Name: _____

Title: Anne M. Zeschke
Assistant Vice President

Schedule A

**IPayment, Inc.
(Delaware Corporation)**

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
IPAYMENT and Design	2836525	4/27/04