

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RPSI, Inc.		09/29/2006	CORPORATION: NEBRASKA
Best Payment Solutions, Inc.		09/29/2006	CORPORATION: ILLINOIS
Acquisition Company 2006A, Inc.		09/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Second Lien Collateral Agent
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2142148	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
Registration Number:	3072818	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
Registration Number:	2119553	RETRIEVER PAYMENT SYSTEMS
Registration Number:	2622122	
Registration Number:	1307418	NPC
Registration Number:	2125137	NPC CONSULTANTS IN TRANSACTION TECHNOLOGY
Registration Number:	2897334	ACCEPT MERCHANT SERVICES

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2122995600
 Email: matthew.mayer@thomson.com

CH \$190.00 2142148

Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	10/09/2006

Total Attachments: 6
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ITEM 1 (cont'd)
To Trademark Recordation Form Cover Sheet

Additional Conveying Parties

Entity	State of Incorporation	Type of Entity	Address
RPSI, Inc.	Nebraska	Corporation	Two Chasewood 20405 State Hwy 249 Houston, TX 77070
Best Payment Solutions, Inc.	Illinois	Corporation	Two Chasewood 20405 State Highway 249 Houston, TX 77070
Acquisition Company 2006A, Inc.	Delaware	Corporation	Two Chasewood 20405 State Highway 249 Houston, TX 77070

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of 29th day of September, 2006 by RPSI, INC., a Nebraska corporation, BEST PAYMENT SOLUTIONS, INC., a Illinois corporation and ACQUISITION COMPANY 2006A, INC., a Delaware corporation (each a "Grantor" and collectively, the "Grantors") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Second Lien Collateral Agent (here, the "Grantee") for the Second Lien Secured Parties (as such term is defined in the Credit Agreement described below).

WITNESSETH

WHEREAS, Retriever Acquisition Co., a Delaware corporation ("Acquisition Co."; Acquisition Co. together with each other Person who becomes a party to the Second Lien Credit Agreement by execution of a joinder thereto, including, without limitation each Grantor, are referred to individually as a "Borrower" and collectively as the "Borrowers"), the Funds Administrator (as defined in the Credit Agreement), Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Agent, Second Lien Collateral Agent, Joint Bookrunner and Joint Lead Arranger, Banc of America Securities LLC ("BAS"), as Joint Lead Arranger and Joint Bookrunner, Banc of America Bridge LLC, as Syndication Agent, Bear, Stearns & Co. Inc., as Joint Lead Arranger (and, together with MLPF&S and BAS, the "Lead Arrangers") and Joint Bookrunner, Bear Stearns Corporate Lending Inc., as Documentation Agent and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement of even date herewith between each Grantor, certain of the Grantors' affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Second Lien Secured Parties, a security interest in substantially all of the assets of each Grantor including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by each Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Second Lien Obligations owing by each Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, including without limitation, Section 17 and Section 18 of the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Second Lien Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Second Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Second Priority Lien on each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any re-issues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


RPSI, INC.,
a Nebraska corporation

By: 
Name: _____
Title: _____

BEST PAYMENT SOLUTIONS, INC.,
an Illinois corporation

By: 
Name: _____
Title: _____

ACQUISITION COMPANY 2006A, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

SECOND LIEN TRADEMARK SECURITY AGREEMENT

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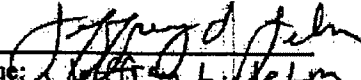
FROM :

TRADEMARK
REEL: 003404 FRAME: 0552

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Second Lien Collateral Agent.

By:


Name: Jeffrey D. Helm
Title: Director

SECOND LIEN TRADEMARK SECURITY SA AGREEMENT

TRADEMARK
REEL: 003404 FRAME: 0553


SCHEDULE 1

TRADEMARK REGISTRATIONS

1. RPSI, Inc.

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
RETRIEVER AMERICA'S PAYMENT SYSTEMS AU- THORITY	2,142,148	3/10/1998
RETRIEVER AMERICA'S PAYMENT SYSTEMS AU- THORITY & Design	3,072,818	3/28/2006
RETRIEVER PAYMENT SYSTEMS	2,119,553	12/9/1997

2. Acquisition Company 2006A, Inc. (f/k/a National Processing Co., LLC)

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
NPC Logo Design 	2,622,122	9/17/2002
NPC	1,307,418	11/27/1984
NPC CONSULTANTS IN TRANSACTION TECHNO- LOGY	2,125,137	12/30/1997



3. Best Payment Solutions, Inc.

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
ACCEPT MERCHANT SER- VICES	2,897,334	10/26/2004

TRADEMARK APPLICATIONS

None.