

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BA Merchant Services, LLC		09/29/2006	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Acquisition Company 2006A, Inc.		
Street Address:	5111 Commerce Crossings Drive		
Internal Address:	Suite 108		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40229		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
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:	(312)665-9019		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124697004		
Email:	tbroberg@kirkland.com		
Correspondent Name:	Todd Broberg		
Address Line 1:	200 East Randolph Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40563-0009		

OP \$115.00 2622122

NAME OF SUBMITTER:	Todd Broberg
Signature:	/Todd Broberg/
Date:	10/09/2006
Total Attachments: 6 source=IP assignment#page1.tif source=IP assignment#page2.tif source=IP assignment#page3.tif source=IP assignment#page4.tif source=IP assignment#page5.tif source=IP assignment#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT, is entered into as of September 29, 2006 by Bank of America, N.A., a national banking association ("BANA"), BA Merchant Services, LLC, an Ohio limited liability company ("BAMS"), and National Processing Co., LLC, a Delaware limited liability company ("NPC"; each of BANA, BAMS and NPC are referred to as an "Assignor" and collectively as the "Assignors"), and Acquisition Company 2006A, Inc., a Delaware corporation (the "Assignee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors, RPSI, Inc. and Assignee, as assignee of RPSI, Inc., are parties to that certain Asset Purchase Agreement dated as of September 11, 2006 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign the Intellectual Property set forth on Schedule 3.10(a) of the Purchase Agreement (the "Assigned Intellectual Property"), and the goodwill associated therewith, which Assigned Intellectual Property includes, without limitation, the trademark registrations set forth on Schedule A attached hereto (the "Trademarks") and the domain names set forth on Schedule B attached hereto (the "Domain Names");

WHEREAS, Assignee wishes to acquire such Assigned Intellectual Property and the goodwill associated therewith; and

WHEREAS, Assignors are assigning the Assigned Intellectual Property and the goodwill associated therewith as part of Assignee's acquisition of the entire business or portion thereof to which the Assigned Intellectual Property pertains as required by 15 U.S.C. Section 1060.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby assign and transfer to Assignee all of their respective right, title and interest in and to the Assigned Intellectual Property, together with the goodwill and/or rights associated with the Assigned Intellectual Property, and all respective applications and registrations for the Assigned Intellectual Property, including any renewals and extensions of the registrations and all other corresponding rights that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, now or hereafter in effect (the Assigned Intellectual Property that has been registered shall be referred to herein as the "Registered Intellectual Property Assets"), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made; together with all income, royalties or payments due or payable as of the Closing or thereafter, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignors represent and warrant that the representations made with respect to the Assigned Intellectual Property in the Purchase Agreement are true and correct as if such representations and warranties were made on the date hereof.

3. Assignors hereby request the Commissioner of Patents and Trademarks to record this Assignment against the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns, as Assignee and owners of the Trademarks.

4. Assignors hereby request the proper officials of all states of the United States and of all jurisdictions foreign to the United States whose duty is to record trademark, copyright, brand name, patent, service mark or trade name registrations, applications or title thereto, to record this Assignment against the Registered Intellectual Property Assets and title thereto as the property of the Assignee, its successors, legal representatives and assigns, as the Assignee and owner of the Registered Intellectual Property Assets.

5. Assignors hereby request the applicable registrar for each of the Domain Names to transfer ownership and control of the Domain Names to Assignee and record Assignee as the registrant thereof.

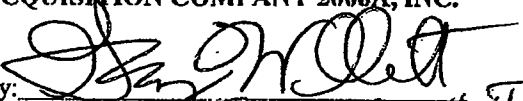
6. Assignors shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request (including without limitation the prompt execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, domain name transfer requests, and other documentation as may be reasonably required) to more fully effectuate the purposes of this Assignment, including with respect to the following: (a) in the preparation and prosecution of any application for registration of the Assigned Intellectual Property, or any application for renewal of a registration covering any of the Registered Intellectual Property Assets; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Intellectual Property, including, testifying as to any facts relating to the Assigned Intellectual Property assigned herein and this Assignment; (c) in obtaining any additional trademark, copyright and/or patent protection for the Assigned Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the Laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Assignment; provided, Assignee shall be responsible for all out-of-pocket expenses incurred by Assignor associated herewith.

7. This Assignment is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for or extinguish any provision or obligation of the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of law.

[Signature page follows.]

Each party has caused this Assignment to be duly executed personally or by its duly authorized officer or representative on the date first above written.

ACQUISITION COMPANY 2006A, INC.

By: 
Name: George W. Little
Title: FA

BA MERCHANT SERVICES, LLC

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

NATIONAL PROCESSING CO., LLC

By: _____
Name: _____
Title: _____

Each party has caused this Assignment to be duly executed personally or by its duly authorized officer or representative on the date first above written.

ACQUISITION COMPANY 2006A, INC.

By: _____
Name: _____
Title: _____

BA MERCHANT SERVICES, LLC

By: Eric Barry
Name: Eric Barry
Title: SVP

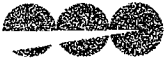

BANK OF AMERICA, N.A.

By: Eric Barry
Name: Eric Barry
Title: SVP

NATIONAL PROCESSING CO., LLC

By: Eric Barry
Name: Eric Barry
Title: SVP

SCHEDULE A - Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
ACCEPT MERCHANT SERVICES	U.S.	78/294,209 8/29/2003	2,897,334 10/26/2004	BA Merchant Services, LLC
Design 	U.S.	76/184,039 12/20/2000	2,622,122 9/17/2002	BA Merchant Services, LLC
NPC	U.S.	73/459,254 1/3/1984	1,307,418 11/27/1984	BA Merchant Services, LLC
NPC CONSULTANTS IN TRANSACTION TECHNOLOGY 	U.S.	75/152,429 8/19/1996	2,125,137 12/30/1997	BA Merchant Services, LLC

SCHEDULE B - Domain Names

Domain Name	Owner
npc.net	BA Merchant Services, LLC
npcmerchantreport.com	BA Merchant Services, LLC
npcmerchantreporting.com	BA Merchant Services, LLC
npcmerchantreports.com	BA Merchant Services, LLC
best-pay.com	BA Merchant Services, LLC
best-pay.net	BA Merchant Services, LLC
best-payment.com	BA Merchant Services, LLC
best-payment.net	BA Merchant Services, LLC