

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Consolidation and other Developments		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Processing Company Group, Inc.	FORMERLY Retriever Acquisition Co.	02/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, as First 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: 1			
Property Type	Number	Word Mark	
Serial Number:	77039017	NATIONAL PROCESSING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 747838		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$40.00 77039017

Date:

02/07/2007

Total Attachments: 3

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NATIONAL PROCESSING COMPANY GROUP, INC.
5111 Commerce Crossings Dr., Suite 108
Louisville, Kentucky 40229

February 5, 2007

To the First Lien Agent and Second Lien Agent
under the Credit Agreements referred to below
Ladies and Gentlemen:

Re: Notice of Consolidation and other Developments

Reference is made to (a) the Amended and Restated Credit Agreement dated as of October 31, 2006 among National Processing Company Group, Inc., f/k/a Retriever Acquisition Co., a Delaware corporation ("NPCGI"), other Borrowers thereto, the Funds Administrator, the financial institutions from time to time parties thereto, each as a Lender, and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporation ("MLPF&S"), as Joint Lead Arranger and Joint Bookrunner, and Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc. ("Merrill Lynch"), as Agent (the "Agent"), Banc of America Securities LLC ("BAS"), Bank of America, N.A. (the "Syndication Agent"), Bear Stearns & Co. Inc. ("Joint Lead Arranger") and Bear Stearns Corporate Lending Inc. (the "Documentation Agent") (as amended, supplemented, amended and restated or otherwise modified from time to time, the "A&R Credit Agreement") and (b) the Amended and Restated Second Lien Credit Agreement dated as of October 31, 2006 among NPCGI, Borrowers, the Funds Administrator, the financial institutions from time to time parties hereto, each as a Lender, MLPF&S, Merrill Lynch, as Second Lien Agent (the "Second Lien Agent"), BAS, Banc of America Bridge LLC, as Syndication Agent, Joint Lead Arranger and Documentation Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "A&R Second Lien Credit Agreement" and, together with the A&R Credit Agreement, the "Credit Agreements"). Unless otherwise defined in this notice (this "Notice Letter") or unless the context otherwise requires, terms used herein shall have the meanings assigned to them in the applicable Credit Agreement.

This Notice Letter hereby serves as:

- (i) Written notice, pursuant to Section 4.1(j) of each Credit Agreement, that National Processing Corporation has filed a trademark application with the USPTO for "NATIONAL PROCESSING COMPANY" (Serial Number: 77,039,017); and
- (ii) Written notice, pursuant to Section 4.1(j) of each Credit Agreement, that National Processing Corporation has acquired an a leasehold interest in certain real property located at 5000 Interchange Way, Louisville, Kentucky 40229.

NPCGI and the other Borrowers hereby instruct each of the First Lien Agent and the Second Lien Agent to provide them with copies of any additional certificates or instruments which may be required under each of the Credit Agreements, the Security Documents (as this

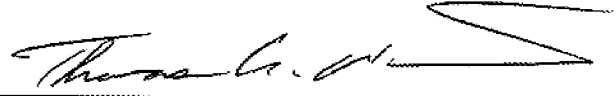
term is defined in the A&R Credit Agreement) or the other Second Lien Debt Documents (as this term is defined in the A&R Credit Agreement).

This Notice Letter may be executed in separate counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Notice Letter. Delivery of an executed counterpart of a signature page to this Notice Letter by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Notice Letter.

Very truly yours,

**NATIONAL PROCESSING COMPANY
GROUP, INC., F/K/A RETRIEVER
ACQUISITION CO., a Delaware corporation**

By: _____
Name:
Title:



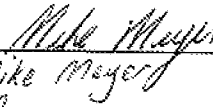
CONSENTED TO AND ACCEPTED
as of the date first written above:

Merrill Lynch Capital, a Division of Merrill Lynch
Business Financial Services Inc.,
as First Lien Agent and Second Lien Agent

By: _____

Name: *Mike Meyer*

Title: *AVP*



Signature Page to Notice Letter