

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/07/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADS Alliance Data Systems, Inc.		03/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Visa International Service Association
Street Address:	900 Metro Center Boulevard
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2453517	PAYWAVE

CORRESPONDENCE DATA

Fax Number: (650)213-8158
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-213-0300
 Email: fhiscox@whitecase.com
 Correspondent Name: Frank S. Hiscox of White & Case LLP
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ATTORNEY DOCKET NUMBER:	1647078-0002/TB
NAME OF SUBMITTER:	Frank S. Hiscox
Signature:	/f. hiscox/

CH \$40.00 2453517

Date:

04/26/2007

Total Attachments: 2

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EXHIBIT A

TRADEMARK ASSIGNMENT

This ASSIGNMENT is effective as of the 7th day of March, 2007 and is entered into by and between ADS Alliance Data Systems, Inc., a corporation organized under the laws of the state of Delaware, having a principal place of business at 17655 Waterview Parkway, Dallas, Texas, 75252 ("Assignor"), and Visa International Service Association, a corporation organized under the laws of the state of Delaware, having a principal place of business at 900 Metro Center Boulevard, Foster City, California 94404 USA ("Assignee").

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 2,453,517, Serial No. 75/467,694 for the trademark PAYWAVE (the "Trademark"); and

WHEREAS, Assignor is authorized to use the Trademark in connection with the provision of online facilities for point of sale terminals and other retail systems that manage offering of e-products at the point of sale; and

WHEREAS, Assignor is using the Trademark and is the owner of any and all intellectual property rights to such Trademark, and any common law rights in and to the Trademark arising from the use thereof, including all goodwill in the United States and elsewhere around the world; and

WHEREAS, Assignee desires to purchase and use the Trademark, and has requested Assignor to transfer all of the right, title and interest of Assignor in and to the Trademark and its associated goodwill, and Assignor is willing to assign the same; and

WHEREAS, Assignor has not pledged, assigned or licensed the Trademark to any third party, there are no existing encumbrances on the Trademark, and no other party makes a claim of ownership to the Trademark; and

WHEREAS, by signing below, Assignor consents to this assignment and hereby relinquishes any and all rights, title or interest in the Trademark;

NOW THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee, all right, title and interest now or ever owned by Assignor anywhere in the world in and to the PAYWAVE mark, including U.S. Trademark Registration No. 2,453,517, together with the goodwill of the business symbolized by the Trademark, and all causes of action that could be asserted by Assignor arising out of or related to the use or ownership of the Trademark.

2. Assignor covenants and agrees for no additional consideration, to warrant and defend the assignment of the Trademark hereby made against all persons whomsoever, and, at Assignee's request and expense, to take all steps necessary to establish the record of, and perfect, Assignee's title to the Trademark, and to execute and deliver any further documents and instruments of transfer and assignment, and take such other action as Assignee may reasonably request to more effectively transfer the Trademark and assign and vest title in Assignee for the Trademark.

3. This Assignment shall bind and inure to the benefit of the Parties and their respective principals, parents, subsidiaries, affiliates, other related companies, shareholders, licensees, officers, directors, employees, agents, partners, representatives, successors and assigns.

4. This Assignment represents the entire agreement of the Parties, shall be governed by the laws of the state of New York without reference to conflict of laws principles, and shall be binding upon, and may be enforced by, the Parties, their successors and assigns.

5. The Parties acknowledge that they have had the benefit of advice of counsel and that their respective attorneys have fully explained the provisions of this Agreement and the obligations and duties hereunder, that they understand that the terms hereof are contractual and not mere recitals, and that the provisions hereof shall not be construed against any Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the dates written below.

ADS ALLIANCE DATA SYSTEMS, INC.

Date: 3/7/07

By: Richard T Eyberg

Name: RICHARD T EYBERG

Title: SVP Network Services