

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Payment Resources International, LLC		06/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
TransFirst, LLC		06/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
TransFirst Health Services, Inc.		06/15/2007	CORPORATION: KANSAS

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as First Lien Collateral Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1553683	PULSECARD
Registration Number:	2530370	PAYMENT RESOURCES INTERNATIONAL
Registration Number:	2908835	TRANSFIRST EPAYMENT SERVICES
Registration Number:	2640830	TRANSFIRST
Registration Number:	2735323	
Registration Number:	2913156	TRANSFIRST HEALTH SERVICES
Registration Number:	2911244	TRANSFIRST EPAYMENT SERVICES
Registration Number:	2908699	TRANSFIRST HEALTH SERVICES

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565

**900079756**

**TRADEMARK  
 REEL: 003564 FRAME: 0376**

**CH \$215.00 1553683**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-00062
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/20/2007

**Total Attachments: 5**

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is made as of this 15<sup>th</sup> day of June, 2007 by PAYMENT RESOURCES INTERNATIONAL, LLC, a Delaware limited liability company ("**Payment Resources**"), TRANSFIRST, LLC, a Delaware limited liability company ("**TransFirst LLC**"), and TRANSFIRST HEALTH SERVICES, INC., a Kansas corporation ("**Health Services**"; and together with Payment Resources and TransFirst LLC, the "**Grantors**"), in favor of MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as First Lien Collateral Agent (the "**Grantee**") for the First Lien Secured Parties (as such term is defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, TransFirst Holdings, Inc., a Delaware corporation ("**Borrower**"), each Lender (as defined therein) from time to time party thereto, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent (as defined therein) and First Lien Collateral Agent (as defined therein), and the other Agents (as defined therein) named therein 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 Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between each Grantor, certain of the Grantors' affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), each Grantor has granted to Grantee, for the benefit of the First 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, trademark registrations, trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing ("**Trademarks**"), 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 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, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement or, if not in the Security Agreement, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of the First Lien Secured Parties, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Lien on such 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; provided, in no event shall the grant of a Lien and security interest as provided herein extend to any "intent to use" applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act:

(i) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, 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 foregoing, including without limitation, any claim by any 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.

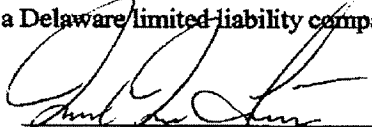
3. Termination.

This Agreement and the security interests evidenced hereby shall continue in full force and effect until (i) the termination of the Revolving Credit Commitment and payment in full of all Secured Obligations (other than contingent obligations not yet due and payable but including for all purposes hereof amounts due under Section 10.04 and/or 10.05 of the Credit Agreement that have been invoiced to or demanded of the Borrower), (ii) the expiration, termination or cash collateralization (to the satisfaction of the Administrative Agent and L/C Issuer) of all Letters of Credit and (iii) to the extent required by the First Lien Collateral Agent in its sole discretion, the expiration, termination or cash collateralization (to the satisfaction of the First Lien Collateral Agent) of all Secured Hedge Agreements not yet due and payable. In connection with any termination pursuant to the foregoing sentence, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination and shall perform such other actions reasonably requested by such Grantor to effect such termination.


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

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

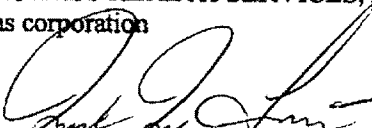
PAYMENT RESOURCES INTERNATIONAL,  
LLC, a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRANSFIRST, LLC, a Delaware limited liability  
company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRANSFIRST HEALTH SERVICES, INC., a  
Kansas corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
as of the Date First Written Above

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

By: *Mark Meyer*  
Name: *Mark Meyer*  
Title: *AVP*

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
PULSECARD	1553683	8/29/89
PAYMENT RESOURCES INTERNATIONAL	2530370	1/15/02
TRANSFIRST EPAYMENT SERVICES	2908835	12/7/04
TRANSFIRST	2640830	10/22/02
Design Only	2735323	7/8/03
TRANSFIRST HEALTH SERVICES	2913156	12/21/04
TF TRANSFIRST EPAYMENT SERVICES	2911244	12/14/04
TRANSFIRST HEALTH SERVICES	2908699	12/7/04

**TRADEMARK APPLICATIONS**

None.