

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 Second 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

900079757

**TRADEMARK
 REEL: 003564 FRAME: 0383**

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: 6

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EXECUTION COPY

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF JUNE 15, 2007 BY AND AMONG THE FIRST LIEN AGENTS (AS DEFINED THEREIN), THE SECOND LIEN AGENTS (AS DEFINED THEREIN), BORROWER AND THE GUARANTORS, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWER AND THE GUARANTORS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JUNE 15, 2007 AMONG THE BORROWER, EACH LENDER FROM TIME TO TIME PARTY THERETO, MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS ADMINISTRATIVE AGENT AND FIRST LIEN COLLATERAL AGENT, AND THE OTHER AGENTS NAMED THEREIN, AND CERTAIN GUARANTEES OF THE INDEBTEDNESS EVIDENCED THEREBY, AS SUCH CREDIT AGREEMENT AND SUCH GUARANTEES HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE INTERCREDITOR AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS AS PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 15th 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 Second Lien Collateral Agent (the "Grantee") for the Second Lien Secured Parties (as such term is defined in the Second Lien 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 Second Lien Collateral Agent (as defined therein), and the other Agents (as defined therein) named therein are parties to a certain Second Lien Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time

to time, the “**Second Lien Credit Agreement**”) providing for the extensions of credit to be made to Borrower 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, restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”), each 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, 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 Second Lien 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 Second Lien Credit Agreement and Second Lien Security Agreement. The Second Lien Credit Agreement and the Second Lien 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 Second Lien Security Agreement or, if not in the Second Lien Security Agreement, in the Second Lien 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 Second Lien Secured Parties, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Second Lien Security Agreement of, a continuing Second Priority 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.

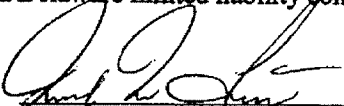
3. Termination. This Agreement and the security interests evidenced hereby shall continue in full force and effect until (i) the termination of the Commitment and payment in full of all Secured Obligations (other than contingent obligations not yet due and payable but including for all purposes hereof amounts due under Section 10.04 and/or 10.05 of the Second Lien Credit Agreement that have been invoiced to or demanded of the Borrower) and (ii) to the extent required by the Second Lien Collateral Agent in its sole discretion, the expiration, termination or cash collateralization (to the satisfaction of the Second Lien Collateral Agent) of all Secured Hedge Agreements not yet due and payable. In connection with any termination pursuant to the foregoing sentence, the Second 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.

4. Subordination. This Agreement is, and the all rights and remedies granted to Second Lien Collateral Agent and the Second Lien Secured Parties hereunder are, subject in all respects to the terms and limitations of that certain Intercreditor Agreement dated as of the date hereof, by and among the First Lien Agents (as defined therein), the Second Lien Agents (as defined therein), Borrower and the Guarantors, as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. The Security Interests created by this Agreement and any other Loan Documents on the Trademark Collateral are junior and subordinate to the Lien on such Trademark Collateral in favor of the First Lien Collateral Agent, in accordance with the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document, neither the Second Lien Collateral Agent nor any Second Lien Secured Party shall have any right to exercise any right or remedy hereunder except in accordance with the Intercreditor Agreement. From and after the date the First Lien Obligations is Paid in Full (each as defined in the Intercreditor Agreement), where this Agreement refers to any provision of the First Lien Credit Agreement or any action or delivery required by such provision, such reference shall be deemed to be a reference to such provision as in effect immediately prior to such date, except that such action or delivery shall be made to or for the benefit of Second Lien Collateral Agent rather than the First Lien Collateral Agent.

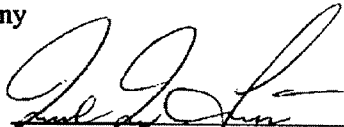
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IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

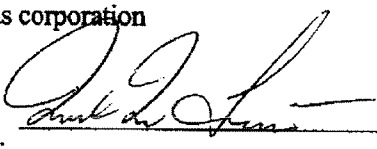
PAYMENT RESOURCES INTERNATIONAL,
LLC, a Delaware limited liability company

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: Mike May
Name: Mike May
Title: VP

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.