

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BluePay Processing, LLC		04/01/2008	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golman Sachs Specialty Lending Group, L.P.		
<b>Street Address:</b>	6011 Connection Drive		
<b>Internal Address:</b>	Attn: GSSLG In-House Counsel		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2646932	BLUEPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 888-4000		
<b>Email:</b>	rcherry@hunton.com		
<b>Correspondent Name:</b>	Timothy V. Johnson, Esq.		
<b>Address Line 1:</b>	Hunton & Williams LLP		
<b>Address Line 2:</b>	600 Peachtree Street, NE, Suite 4100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	GSSLG/BLUEPAY-65740.00050		
<b>NAME OF SUBMITTER:</b>	Timothy V. Johnson, Esq.		
<b>Signature:</b>	/s/ Timothy V. Johnson, Esq.		

CH \$40.00 2646932

Date:

04/14/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of April 1, 2008, by **BLUEPAY PROCESSING, LLC**, an Illinois limited liability company (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of April 1, 2008, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent, Collateral Agent, Syndication Agent, Documentation Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Grantor;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

- 1. Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.
- 2. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of registrations in the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark, and (ii) injury to the goodwill associated with any Trademark.
- 3. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Grantor, which become Trademarks under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or electronic mail in portable document format), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

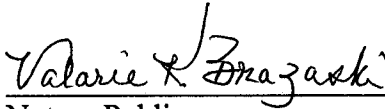
**BLUEPAY PROCESSING, LLC:**

By:   
Name: John Rante  
Title: Manager

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF ILLINOIS                    )  
  )     ss.  
COUNTY OF COOK                    )

On this 31<sup>st</sup> day of MARCH, 2008, before me personally appeared John Rante, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BluePay Processing, LLC, and who being duly sworn by me did depose and say that (i) he is an authorized manager of BluePay Processing LLC, (ii) such instrument was signed on behalf of BluePay Processing, LLC as duly authorized by BluePay Processing, LLC, and (iii) he or she acknowledged such instrument to be the free act and deed of BluePay Processing, LLC.

  
Notary Public

[Notarial Seal]

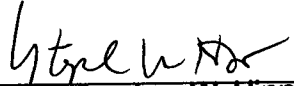
[Signatures Continue on the Following Page]



**ACCEPTED AND ACKNOWLEDGED BY:**

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P.

By:   
Name: Stephen W. Hipp  
Title: Senior Vice President

Signature Page

Trademark Security Agreement  
25512550

**TRADEMARK**  
**REEL: 003759 FRAME: 0271**

Schedule 1  
to  
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BLUEPAY	2646932	November 6, 2002

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>