

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Receiving Party to Goldman Sachs Specialty Lending Group, L.P. (to add the "d" in Goldman), previously recorded on Reel 003759 Frame 0266. Assignor(s) hereby confirms the grant of a first priority security interest in Trademark Collateral pursuant to the Trademark Security Agreement.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BluePay Processing, LLC		04/01/2008	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
Internal Address:	Attn: GSSLG In-House Counsel		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646932	BLUEPAY	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(404) 888-4000		
Email:	rcherry@hunton.com		
Correspondent Name:	Timothy V. Johnson, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	GSSLG/BUEPAY-65740.050		

CH \$40.00 2646932

900104129

TRADEMARK
REEL: 003759 FRAME: 0796

NAME OF SUBMITTER:	Timothy V. Johnson, Esq.
Signature:	/s/ Timothy V. Johnson, Esq.
Date:	04/15/2008
<p>Total Attachments: 10</p> <p>source=Cover Sheet and Assignment 003759-0266#page1.tif source=Cover Sheet and Assignment 003759-0266#page2.tif source=Cover Sheet and Assignment 003759-0266#page3.tif source=Cover Sheet and Assignment 003759-0266#page4.tif source=Cover Sheet and Assignment 003759-0266#page5.tif source=Cover Sheet and Assignment 003759-0266#page6.tif source=Cover Sheet and Assignment 003759-0266#page7.tif source=Cover Sheet and Assignment 003759-0266#page8.tif source=Cover Sheet and Assignment 003759-0266#page9.tif source=Cover Sheet and Assignment 003759-0266#page10.tif</p>	

TO:TIMOTHY V. JOHNSON, ESQ. COMPANY:HUNTON & WILLIAMS LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: Name: TIMOTHY V. JOHNSON, ESQ.
 Company: HUNTON & WILLIAMS LLP
 Fax Number: 14048884190
 Voice Phone:

From: Name: ASSIGNMENT SERVICES BRANCH
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	705.TXT
4	Document 1, Batch 1238318

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Date and time of transmission: Monday, April 14, 2008 4:32:38 PM
Number of pages including this cover sheet: 05

TRADEMARK**REEL: 003759 FRAME: 0798**

TO:TIMOTHY V. JOHNSON, ESQ. COMPANY:HUNTON & WILLIAMS LLP

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900104038A

APRIL 14, 2008

PTAS

TIMOTHY V. JOHNSON, ESQ.
HUNTON & WILLIAMS LLP
600 PEACHTREE STREET, NE, SUITE 4100
ATLANTA, GA 30308-2216UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
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PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/14/2008

REEL/FRAME: 003759/0266

NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: GSSLG/BLEPAY-65740.00050

ASSIGNOR:

BLEPAY PROCESSING, LLC

DOC DATE: 04/01/2008

CITIZENSHIP: ILLINOIS

ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

GOLMAN SACHS SPECIALTY LENDING
GROUP, L.P.
6011 CONNECTION DRIVE
ATTN: GSSLG IN-HOUSE COUNSEL
IRVING, TEXAS 75039

CITIZENSHIP: DELAWARE

ENTITY: LIMITED PARTNERSHIP

TO:TIMOTHY V. JOHNSON, ESQ. COMPANY:HUNTON & WILLIAMS LLP

003759/0266 PAGE 2

APPLICATION NUMBER: 76214543
REGISTRATION NUMBER: 2646932

FILING DATE: 02/22/2001
ISSUE DATE: 11/05/2002

MARK: BLUEPAY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHIRLIE SIMON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK

TO:TIMOTHY V. JOHNSON, ESQ. COMPANY:HUNTON & WILLIAMS LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/14/2008
900104038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BluePay Processing, LLC		04/01/2008	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Golman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
Internal Address:	Attn: GSSLG In-House Counsel		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	GSSLG/BLUEPAY-65740.00050		
NAME OF SUBMITTER:	Timothy V. Johnson, Esq.		
Signature:	/s/ Timothy V. Johnson, Esq.		

CH \$40.00 2646932

TRADEMARK

REEL: 003759 FRAME: 0801

TO:TIMOTHY V. JOHNSON, ESQ. COMPANY:HUNTON & WILLIAMS LLP

Date:

04/14/2008

Total Attachments: 5

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TRADEMARK

REEL: 003759 FRAME: 0802

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.

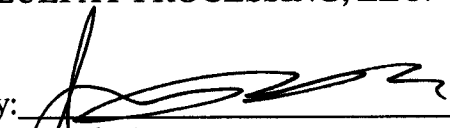
4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Grantor, which become Trademarks under the Security Agreement. Notwithstanding 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.

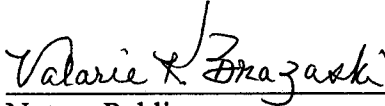
BLUEPAY PROCESSING, LLC:

By: 
Name: John Rante
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 31st 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]

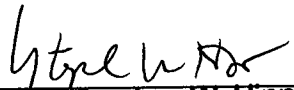
[Signatures Continue on the Following Page]



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: 0806**

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>