

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
First Data Corporation		04/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Island Branch as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77611013	2WAY-CONNECT	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	973265 005		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		
Date:	04/28/2009		

CH \$40.00 77611013

Total Attachments: 6

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of April 1, 2009, by First Data Corporation (the "Grantor") in favor of Credit Suisse, Cayman Islands Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 24, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is executing and delivering this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument,

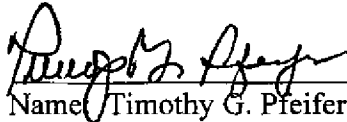
and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer or other representative as of the day and year first above written.


FIRST DATA CORPORATION, as Grantor

By: 
Name: Timothy G. Pfeifer
Title: Assistant Secretary

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: **BILL O'DALY**
Title: **DIRECTOR**

By: 
Name: **RIANKA MOHAN**
Title: **VICE PRESIDENT**

SCHEDULE I

UNITED STATES TRADEMARKS:

Registrations:

None.

Applications:

GRANTOR	APPLICATION NUMBER	TRADEMARK
First Data Corporation	77/611013	2WAY-CONNECT