

**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
Fifth Third Processing Solutions, LLC		06/01/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank, a Michigan banking corporation, as Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: MICHIGAN

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2569811	CARD MANAGEMENT CORPORATION
Registration Number:	2733728	CMC
Registration Number:	1712167	JEANIE
Registration Number:	1120703	JEANIE
Registration Number:	3481501	JEANIE
Registration Number:	2626436	PREMIER ISSUE
Registration Number:	1951012	INTELLIFONE

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street

**CH \$190.00 2569811**

Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1903137
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/15/2009

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 1st day of June, 2009, FIFTH THIRD PROCESSING SOLUTIONS, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, a Michigan banking corporation ("*Fifth Third Michigan*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third Michigan acting as such administrative agent and any successor(s) or assign(s) to Fifth Third Michigan acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application owned by the Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

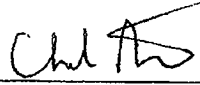
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW.

[SIGNATURE PAGE TO FOLLOW]

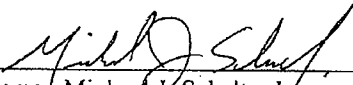
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FIFTH THIRD PROCESSING SOLUTIONS, LLC, a  
Delaware limited liability company

By:   
Name: Charles Drucker  
Title: Manager

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, a Michigan banking  
corporation, as Agent

By:   
Name: Michael J. Schaltz, Jr.  
Title: Vice President

|Signature Page to Trademark Collateral Agreement|

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

MARK	REGISTRATION NO.	REGISTRATION FILING DATE
CARD MANAGEMENT CORPORATION	2,569,811	May 14, 2002
CMC & Design	2,733,728	July 8, 2003
JEANIE	1,712,167	September 1, 1992
JEANIE & Design	1,120,703	June 19, 1979
JEANIE (Stylized)	3,481,501	August 5, 2008
PREMIER ISSUE	2,626,436	September 24, 2002
INTELLIFONE (Stylized)	1,951,012	January 23, 1996