

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
ME Acquisition, LLC		02/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., as First Lien Collateral Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3254401	MERCHANT EXPRESS	
Registration Number:	3052667	MERCHANT ACCOUNTS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332659-62		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

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**TRADEMARK
 REEL: 004153 FRAME: 0363**

Date:

02/22/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is made as of this 22nd day of February, 2010 by ME ACQUISITION, LLC, a Delaware limited liability company ("**Grantor**"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as First Lien Collateral Agent (the "**Grantee**") for the First Lien Secured Parties (as such term is defined in the 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, GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent (as defined therein) and First Lien Collateral Agent (as defined therein), and the other Agents (as defined therein) named therein are parties to a certain Credit Agreement dated as of June 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of June 15, 2007 between Grantor, certain of the Grantor's affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of the First Lien Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of 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 Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations owing by Grantor under the 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, Grantor and Grantee agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the 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 Security Agreement or, if not in the Security Agreement, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of the First Lien Secured Parties, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Lien on 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 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.

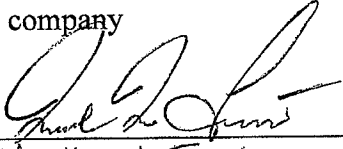
3. Termination.

This Agreement and the security interests evidenced hereby shall continue in full force and effect until (i) the termination of the Revolving Credit 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 Credit Agreement that have been invoiced to or demanded of the Borrower), (ii) the expiration, termination or cash collateralization (to the satisfaction of the Administrative Agent and L/C Issuer) of all Letters of Credit and (iii) to the extent required by the First Lien Collateral Agent in its sole discretion, the expiration, termination or cash collateralization (to the satisfaction of the First Lien Collateral Agent) of all Secured Hedge Agreements not yet due and payable. In connection with any termination pursuant to the foregoing sentence, the First Lien Collateral Agent shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request to evidence such termination and shall perform such other actions reasonably requested by Grantor to effect such termination.

[Remainder of page intentionally left blank; signature page follows.]


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

ME ACQUISITION, LLC, a Delaware limited liability company

By: 
Name: Mark W. Travis
Title: SVP & CFO

Agreed and Accepted
as of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business Financial Services Inc.),
as First Lien Collateral Agent

By: 
Name: SALMAN MUKHTAR
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Merchant Express	3254401	June 26, 2007
Merchant Accounts Express	3052667	January 31, 2006

TRADEMARK APPLICATIONS

None.