

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CH \$65.00 3254401**

**900155345**

**TRADEMARK  
 REEL: 004153 FRAME: 0810**

Date:

02/23/2010

**Total Attachments: 6**

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF JUNE 15, 2007 BY AND AMONG THE FIRST LIEN AGENTS (AS DEFINED THEREIN), THE SECOND LIEN AGENTS (AS DEFINED THEREIN), BORROWER (AS DEFINED THEREIN) AND THE GUARANTORS (AS DEFINED THEREIN), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWER AND THE GUARANTORS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JUNE 15, 2007 AMONG THE BORROWER, EACH LENDER FROM TIME TO TIME PARTY THERETO, GE BUSINESS FINANCIAL SERVICES INC. (FORMERLY KNOWN AS MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.), AS ADMINISTRATIVE AGENT AND FIRST LIEN COLLATERAL AGENT, AND THE OTHER AGENTS NAMED THEREIN, AND CERTAIN GUARANTEES OF THE INDEBTEDNESS EVIDENCED THEREBY, AS SUCH CREDIT AGREEMENT AND SUCH GUARANTEES HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE INTERCREDITOR AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS AS PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

#### SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 22<sup>nd</sup> 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 Second Lien Collateral Agent (the "Grantee") for the Second Lien Secured Parties (as such term is defined in the Second Lien 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 Second Lien Collateral Agent (as defined therein), and the other Agents (as defined therein) named therein are parties to a certain Second Lien Credit Agreement dated as of June 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Second Lien 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 “**Second Lien Security Agreement**”), Grantor has granted to Grantee, for the benefit of the Second 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 Second Lien 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 Second Lien Credit Agreement and Second Lien Security Agreement. The Second Lien Credit Agreement and the Second Lien 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 Second Lien Security Agreement or, if not in the Second Lien Security Agreement, in the Second Lien 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 Second Lien Secured Parties, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Second Lien Security Agreement of, a continuing Second Priority 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 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 Second Lien Credit Agreement that have been invoiced to or demanded of the Borrower) and (ii) to the


extent required by the Second Lien Collateral Agent in its sole discretion, the expiration, termination or cash collateralization (to the satisfaction of the Second Lien Collateral Agent) of all Secured Hedge Agreements not yet due and payable. In connection with any termination pursuant to the foregoing sentence, the Second 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.

4. Subordination. This Agreement is, and the all rights and remedies granted to Second Lien Collateral Agent and the Second Lien Secured Parties hereunder are, subject in all respects to the terms and limitations of that certain Intercreditor Agreement dated as of June 15, 2007, by and among the First Lien Agents (as defined therein), the Second Lien Agents (as defined therein), Borrower and the Guarantors (as defined therein), as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. The Security Interests created by this Agreement and any other Loan Documents on the Trademark Collateral are junior and subordinate to the Lien on such Trademark Collateral in favor of the First Lien Collateral Agent, in accordance with the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document, neither the Second Lien Collateral Agent nor any Second Lien Secured Party shall have any right to exercise any right or remedy hereunder except in accordance with the Intercreditor Agreement. From and after the date the First Lien Obligations is Paid in Full (each as defined in the Intercreditor Agreement), where this Agreement refers to any provision of the First Lien Credit Agreement or any action or delivery required by such provision, such reference shall be deemed to be a reference to such provision as in effect immediately prior to such date, except that such action or delivery shall be made to or for the benefit of Second Lien Collateral Agent rather than the First Lien Collateral Agent.

[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 Second Lien Collateral Agent

By:   
Name: SAMMAN 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.