## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Popular, Inc.		109/30/2010	CORPORATION: PUERTO RICO

### **RECEIVING PARTY DATA**

Name:	EVERTEC, Inc.	
Street Address:	Road No. 176, Km. 1.3	
Internal Address:	Cupey Center	
City:	San Juan	
State/Country:	PUERTO RICO	
Postal Code:	00926	
Entity Type:	CORPORATION: PUERTO RICO	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1790661	ATH A TODA HORA
Registration Number:	2310619	ENVIA ATH A TODA HORA
Registration Number:	2372878	АТН
Registration Number:	2475459	ATH POP
Registration Number:	3161609	EVERTEC
Registration Number:	3078547	EVERTEC
Registration Number:	3270245	EVERPAY
Registration Number:	3850352	TRANSACTA
Serial Number:	77963035	ZIV
Registration Number:	2962409	TICKETPOP

CORRESPONDENCE DATA

Fax Number: (787)759-2723

TRADEMARK REEL: 004287 FRAME: 0827

OF \$265.00 1790661

900172850

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Email: enm@mcvpr.com Correspondent Name: Ernesto Mayoral Address Line 1: 270 Munoz Rivera Avenue Address Line 2: 9th Floor Address Line 4: San Juan, PUERTO RICO 00918 NAME OF SUBMITTER: Ernesto Mayoral Signature: /Ernesto Mayoral/ Date: 09/30/2010 Total Attachments: 4 source=Assignment US marks Popular Inc to Evertec Inc#page1.tif source=Assignment US marks Popular Inc to Evertec Inc#page2.tif source=Assignment US marks Popular Inc to Evertec Inc#page3.tif

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>"), dated as of September 30, 2010, is made by and between Popular, Inc., a corporation organized under the laws of the Commonwealth of Puerto Rico, having its principal office at 209 Muñoz Rivera Avenue, San Juan, Puerto Rico 00918 ("<u>Assignor</u>") and EVERTEC, Inc., a corporation organized under the laws of the Commonwealth of Puerto Rico, having its principal office at Road No. 176, Km. 1.3, Cupey Center, San Juan, Puerto Rico 00926 ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the trademarks and the registrations and application therefor set forth on <u>Schedule A</u> and all goodwill associated therewith and symbolized thereby (the "<u>Trademarks</u>");

WHEREAS, Assignor and Assignee are parties to that certain IP Purchase and Sale Agreement, dated as of June 30, 2010 (as amended, the "<u>Purchase Agreement</u>"), pursuant to which, among other things, Assignor agreed to assign, transfer, sell, convey and deliver at Closing all of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, upon the Closing, the parties consummated the assignment, transfer, sale, conveyance and delivery to Assignee of the Trademarks; and

WHEREAS, Assignor and Assignee now desire to enter into this Trademark Assignment for the purpose of confirming and recording the assignment, transfer, sale, conveyance and delivery to Assignee of the Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment.</u> Assignor hereby irrevocably assigns, transfers, sells, conveys and delivers to Assignee, and Assignee hereby accepts the assignment, transfer, purchase, conveyance, and delivery of, all of Assignor's right, title and interest in and to the Trademarks, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the Trademarks throughout the world in the name of Assignee or its designee.
- 3. <u>Amendment</u>. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
- 4. <u>Governing Law</u>. This Trademark Assignment shall be governed and construed in accordance with the laws of Delaware as set forth in the Purchase Agreement.

- 5. <u>Interpretation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of confirming and recording the assignment, transfer, purchase, conveyance, and delivery to Assignee of the Trademarks with the United States Patent and Trademark Office. This Assignment is intended to implement the applicable provisions of the Purchase Agreement and is expressly subject to all the terms and conditions thereof. In case of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Assignment.
- 7. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law, or public policy, then to the maximum extent permitted by law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect.

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IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.



POPULAR, INC.

Name: Ignacio Alvarez

Title: Executive Vice President

Affidavit No. 50

Signed and subscribed to before me, in San Juan, Puerto Rico, this 30<sup>th</sup> day of September 2010, by Ignacio Alvarez, of legal age, single, attorney and resident of Guaynabo, Puerto Rico, in his capacity as Executive Vice President of Popular, Inc.

Notary Public

**AFFIX SEAL** 

EVERTEC, INC.

Name: Luisa Wert Serrano

Title: Senior Vice President

Affidavit No. 5/

Signed and subscribed to before me, in San Juan, Puerto Rico, this 30<sup>th</sup> day of September 2010, by Luisa Wert-Serrano, of legal age, single, attorney and resident of San Juan, Puerto Rico, in her capacity as Senior Vice President of EVERTEC, Inc.

Bv:

Notary Public

Notary Pul

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**AFFIX SEA** 

# **SCHEDULE A**

# **Trademarks**

Mark	Reg./App. No	Reg./App Date
ATH TODA HORA & Design	1790661	8/31/1993
ENVIA ATH A TODA HORA	2310619	1/25/2000
& Design		<u> </u>
ATH	2372878	8/1/2000
ATH POP	2475459	8/7/2001
EVERTEC & Design	3161609	10/24/2006
EVERTEC	3078547	4/11/2006
EVERPAY	3270245	7/24/2007
TRANSACTA	3850352	9/21/2010
ZIV	77963035	3/19/2010
TICKETPOP	2962409	6/14/2005

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**RECORDED: 09/30/2010**