

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Eliot Management Group, LLC		11/01/2010	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2890057	EMG ELIOT MANAGEMENT GROUP	
Registration Number:	3130462	EMG	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1257		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$65.00 2890057

**TRADEMARK**

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REEL: 004410 FRAME: 0690

Date:

11/05/2010

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 1, 2010 is made by Eliot Management Group, LLC, a Utah limited liability company, located at 675 E. 2100 South, #300, Salt Lake City, Utah 84106 (the "Grantor"), in favor of JPMorgan Chase Bank N.A., a national banking association, located at P.O Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2010 among FAPS Holdings, Inc., a Delaware corporation ("Holdings"), First American Payment Systems, L.P., a Texas limited partnership ("FAPS"), Certified Payment Processing, L.P., a Texas limited partnership ("CPP"); FAPS and CPP are collectively referred to herein as the "Borrowers"), the Agent, the lending and other financial institutions from time to time party thereto as lenders (the "Lenders") and Wells Fargo Bank, National Association, as syndication agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its subsidiaries (including the Grantor) have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2010, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor hereby agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand

made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

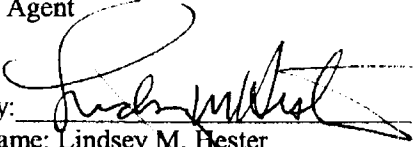
ELIOT MANAGEMENT GROUP, LLC  
as Grantor

By: 

Name: NEIL L. RANDEL

Title: CHAIRMAN

JPMORGAN CHASE BANK, N.A.  
as Agent

By:   
Name: Lindsey M. Hester  
Title: Senior Vice President

[Short Form -- Eliot Management Group, LLC]

**TRADEMARK**  
**REEL: 004410 FRAME: 0695**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
EMG ELIOT MANAGEMENT GROUP AND DESIGN	2890057
EMG	3130462