

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT - SECOND PRIORITY LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Payment Solutions, Inc.		11/03/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative and Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2897334	ACCEPT MERCHANT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	033917/0002		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		
Date:	11/10/2010		

OP \$40.00 2897334

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This November 3, 2010, BEST PAYMENT SOLUTIONS, INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 5100 Interchange Way, Louisville, Kentucky 40229, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss bank (the "*Agent*"), with its mailing address at 11 Madison Avenue, New York, New York 10010, acting as administrative agent and collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Parties a second priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date for the benefit of the Secured Parties a continuing second priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(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 prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain 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.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the 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. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Collateral Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement,

dated as of November 3, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Fifth Third Processing Solutions, LLC, Goldman Sachs Lending Partners LLC, as First Lien Collateral Agent and Credit Suisse AG, Cayman Islands Branch, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Collateral Agreement, the terms of the Intercreditor Agreement shall govern and control.

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.

BEST PAYMENT SOLUTIONS, INC., an Illinois corporation

By: 
Name: Mark Heimbouch
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Collateral Agreement - BPS]

TRADEMARK
REEL: 004412 FRAME: 0360

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
a Swiss bank, as Agent

By:  _____

Name: Nipur Kumar
Title: Vice President

By:  _____

Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to Trademark Collateral Agreement Second Lien - BPS]

TRADEMARK
REEL: 004412 FRAME: 0361

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
U.S. TRADEMARK REGISTRATION NUMBERS**

Title		Reg. No./ App. No.
ACCEPT MERCHANT SERVICES		2,897,334