

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK COLLATERAL AGREEMENT - SECOND PRIORITY LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Processing Solutions, LLC		11/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative and Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2417652	SKIPJACK	
Registration Number:	2646000	SKIPJACK	
Registration Number:	3281504	EMPLOYEE GIFT GIVING MADE EASY	
Registration Number:	3299622	SPRINGBOK	
Registration Number:	3299623	SPRINGBOK	
Registration Number:	3410601	SPRINGBOK SERVICES	
Registration Number:	3464161	SPRINGBOK SERVICES	
Registration Number:	3481501	JEANIE	
Registration Number:	2733728	CMC	
Registration Number:	2569811	CARD MANAGEMENT CORPORATION	
Registration Number:	2626436	PREMIER ISSUE	
Registration Number:	1712167	JEANIE	
Registration Number:	1120703	JEANIE	

OP \$340.00 2417652

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

Total Attachments: 5  
source=TM 2nd Lien (3)#page1.tif  
source=TM 2nd Lien (3)#page2.tif  
source=TM 2nd Lien (3)#page3.tif  
source=TM 2nd Lien (3)#page4.tif  
source=TM 2nd Lien (3)#page5.tif

## TRADEMARK COLLATERAL AGREEMENT

This November 3, 2010, FIFTH THIRD PROCESSING SOLUTIONS, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 38 Fountain Square Plaza, 11<sup>th</sup> Floor, Cincinnati, Ohio 45263, 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.

FIFTH THIRD PROCESSING SOLUTIONS, LLC, a  
Delaware limited liability company

By: 

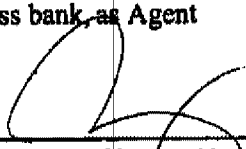
Name: Mark Heimbouch  
Title: Executive Officer and  
Chief Financial Officer

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

TRADEMARK  
REEL: 004412 FRAME: 0373

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: Nupur Kumar  
Title: Vice President

By:  \_\_\_\_\_

Name: VIPUL DHADDA  
Title: ASSOCIATE

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

TRADEMARK  
REEL: 004412 FRAME: 0374

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

Title		Reg. No./ App. No.
SKIPJACK		2,417,652
SKIPJACK		2,646,000
EMPLOYEE GIFT GIVING MADE EASY		3,281,504
SPRINGBOK		3,299,622
SPRINGBOK		3,299,623
SPRINGBOK SERVICES AND DESIGN		3,410,601
SPRINGBOK SERVICES AND DESIGN		3,464,161
JEANIE AND DESIGN		3,481,501
CMC AND DESIGN		2,733,728
CARD MANAGEMENT CORPORATION		2,569,811
PREMIER ISSUE		2,626,436
JEANIE		1,712,167
JEANIE AND DESIGN		1,120,703