

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivotal Payments Inc.		03/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3091450	PIVOTAL PAYMENTS	
Serial Number:	85228541	HD3	
Serial Number:	85228549	HIGH DIVERSITY, HIGH DEPENDABILITY, HIGH DELIVERABILITY	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4267		
Email:	dcorey@hunton.com		
Correspondent Name:	Deborah Corey		
Address Line 1:	600 Peachtree Street NE, Suite 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65740.000019		
NAME OF SUBMITTER:	Deborah Corey		

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Signature:	/Deborah Corey/
Date:	04/04/2011
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of March 14, 2011, by PIVOTAL PAYMENTS INC., a Delaware corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 24, 2006, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent, Collateral Agent, Syndication Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time (including, without limitation, by that certain Amended and Restated Credit and Guaranty Agreement, dated as of March 23, 2009), the “**Credit Agreement**”), Lenders have agreed to make the Loans to the Borrowers (including Grantor);

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the U.S. Pledge and Security Agreement; and

WHEREAS, pursuant to the U.S. Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **U.S. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent,

on behalf of itself and the Secured Parties, pursuant to the U.S. Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

PIVOTAL PAYMENTS INC., as Grantor

By: *L. Fernandes*
Name: L. FERNANDES
Title: CEO

Signature Page

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P., as Collateral Agent

By: Stephen W. Huff
Name: Stephen W. Huff
Title: Senior Vice President

Signature Page

Trademark Security Agreement
34794925

TRADEMARK
REEL: 004514 FRAME: 0508

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PIVOTAL PAYMENTS	3,091,450	May 9, 2006

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
HD3	Serial No. 85228541	January 28, 2011
HIGH DIVERSITY, HIGH DEPENDABILITY, HIGH DELIVERABILITY	Serial No. 85228549	January 28, 2011

Schedule 1

Trademark Security Agreement
34794925

RECORDED: 04/04/2011

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