

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Town North Bank, N.A.		07/06/2010	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Processing Solutions, LLC		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77057047	BENEFITS2U	
<b>Registration Number:</b>	2902259	EXECUTIVE SERIES	
<b>Registration Number:</b>	3393112	PAYMENT SERVICES. SIMPLY DELIVERED.	
<b>Registration Number:</b>	2993074	TNB MEMBERS CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5139778527		
<b>Email:</b>	april.besl@dinslaw.com		
<b>Correspondent Name:</b>	April L Besl		
<b>Address Line 1:</b>	255 E Fifth Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	69965-5		

OP \$115.00 77057047

**900190738**

**TRADEMARK  
 REEL: 004532 FRAME: 0500**

NAME OF SUBMITTER:	April L Besl
Signature:	/april l besl/
Date:	05/02/2011
<b>Total Attachments: 9</b> source=Assignment of Trademarks (Execution Version)#page1.tif source=Assignment of Trademarks (Execution Version)#page2.tif source=Assignment of Trademarks (Execution Version)#page3.tif source=Assignment of Trademarks (Execution Version)#page4.tif source=Assignment of Trademarks (Execution Version)#page5.tif source=Assignment of Trademarks (Execution Version)#page6.tif source=Assignment of Trademarks (Execution Version)#page7.tif source=Assignment of Trademarks (Execution Version)#page8.tif source=Assignment of Trademarks (Execution Version)#page9.tif	

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment"), effective as of July 6, 2010 ("Effective Date"), is from **TOWN NORTH BANK, N.A.**, a national banking association ("Assignor"), to **FIFTH THIRD PROCESSING SOLUTIONS, LLC**, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, this Assignment is made and delivered pursuant to Section 8.01(c)(iv) of that certain Asset Purchase Agreement between Assignor and Assignee, dated June 28, 2010 (the "Asset Purchase Agreement") (except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement);

**WHEREAS**, the Asset Purchase Agreement provides, subject to the terms and conditions set forth therein, for the grant, sale, assignment, transfer and delivery by Assignor to Assignee of all of Assignor's right, title and interest of, in and to the Assets, including the Division Intellectual Property; and

**WHEREAS**, Assignee desires to acquire certain U.S. federal trademarks applications and registrations and trademarks identified in Schedule A attached hereto (collectively, the "Trademarks") and the goodwill of the business with which the Trademarks are used and that is symbolized by such Trademarks, and Assignor desires to assign to Assignee all of its rights, title and interests in and to the Trademarks.

**NOW, THEREFORE**, for the consideration stated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee (i) all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) any and all claims, demands, legal actions and rights and remedies at law or in equity for infringement, misappropriation, or other violations by any third party of the Trademarks, prior to, on or after the Effective Date, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iii) all rights, title and interest in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (collectively, the "Assigned Rights").

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title and interest in and to the Assigned Rights as granted to Assignee.

Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Asset Purchase Agreement. This Agreement is entered into and delivered pursuant to Section 8.01(c)(iv) of the Asset Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall prevail.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties. This Agreement is not made for the benefit of any third parties and no third parties shall be entitled to claim the status of third party beneficiary under this Agreement.

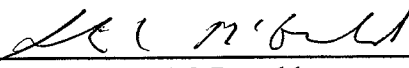
No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

**[Signature page follows]**

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**

**TOWN NORTH BANK, N.A.,**  
a national banking association

By:   
Name: Steven L. McDonald  
Title: Chief Executive Officer and President

**ASSIGNEE:**

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

By: \_\_\_\_\_  
Name: Charles Drucker  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.


**ASSIGNOR:**

**TOWN NORTH BANK, N.A.,**  
a national banking association

By: \_\_\_\_\_  
Name: Steven L. McDonald  
Title: Chief Executive Officer and President

**ASSIGNEE:**

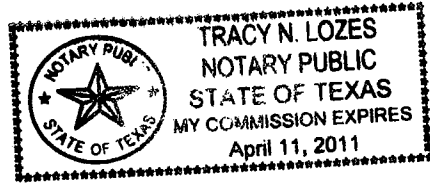
**FIFTH THIRD PROCESSING SOLUTIONS,**  
LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Charles Drucker  
Title: Chief Executive Officer

STATE OF Texas )  
COUNTY OF Dallas )

SS:

On this 1<sup>st</sup> day of July, 2010 before me appeared Steven L. McDonald, the person who signed this instrument, who acknowledged that he signed it on behalf of the identified corporation with authority to do so.




Tracy N. Lozes  
Notary Public

My commission expires:  
04-11-2011

STATE OF Ohio )  
COUNTY OF Hamilton )

SS:

On this 1<sup>st</sup> day of July, 2010 before me appeared Charles Drucker, the person who signed this instrument, who acknowledged that he signed it on behalf of the identified corporation with authority to do so.

  
\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
DAVID L. HERRON, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 O. R. C.



STATE OF \_\_\_\_\_ )  
  )      SS:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2010 before me appeared Steven L. McDonald, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )     SS:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2010 before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**SCHEDULE A**

**Trademarks**

<b>MARK</b>	<b>U.S. REGISTRATION/SERIAL NUMBER</b>
AUTOPOINTS	Abandoned
BENEFITS2U	77/057047
CASH REWARDS2U	3435030
CREDIT ASSURE	78/439499
CU MEMBERS CARD	2835630
DESIGN IT! PHOTOCARD	77/688276
EMPOWERING YOUR MISSION	3404392
EXECUTIVE SERIES	2902259
GOTOMYCARD	2697114
GOTOMYCARD.COM	2813446
MEMBER MILES (in logo)	2393949
PAYMENT SERVICES. SIMPLY DELIVERED.	3393112
REWARD 2U	2908571
SCOREWORKS	3545053
TNB CARD ISSUING	77/057012
TNB CARD SERVICES	2225054
TNB MEMBERS CARD	2993074
TNB PAYMENT SERVICES	78/776249
TNB TECHNOLOGIES	2697083
VIP ACCESS	2618794
VIP CARDEX	2699370
VIP CARDSTATION	78/580056
VIP EXCHANGE	2699410
VIP PAY	2676303
VIP PORTFOLIO PRO	3400822
VIP PRO	78/580054
VIP REPORTS	2768606
VIP SOLUTIONS	2714989
VIP WORKS	78/580055
YOURTOPCARD.COM	78/568329

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**RECORDED: 05/02/2011**

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