

TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

TRADEMARK ASSIGNMENT

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04/29/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSYS Merchant Solutions, LLC	FORMERLY First National Merchant Solutions, LLC	02/10/2011	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Total System Services, Inc.
Street Address:	One TSYS Way
City:	Columbus
State/Country:	GEORGIA / USA
Postal Code:	31902-2567
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3089895	SMARTONE PREPAID SOLUTIONS
Registration Number:	3079575	SMARTONE PAY CARD
Registration Number:	2798301	SMARTONE
Registration Number:	3782635	FIRST PAID HEALTHCARE SOLUTIONS
Serial Number:	77740084	FIRST PAID HEALTHCARE SOLUTIONS

OP \$140.00 3089895

CORRESPONDENCE DATA

Fax Number: (402)602-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: tthompson@fnms.com
 Correspondent Name: TSYS Merchant Solutions, LLC
 Address Line 1: 1620 Dodge Street
 Address Line 2: Stop 3231
 Address Line 4: Omaha, NEBRASKA 68197

NAME OF SUBMITTER:	Aaron D. Adams
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TO: TSYS MERCHANT SOLUTIONS, LLC COMPANY: 1620 DODGE STREET

Signature:	/Aaron D. Adams/
Date:	04/29/2011
Total Attachments: 3 source=Trademark Assignment Original TMS to TSYS#page1.tif source=Trademark Assignment Original TMS to TSYS#page2.tif source=Trademark Assignment Original TMS to TSYS#page3.tif	

TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is entered into by and between **TSYS MERCHANT SOLUTIONS, LLC**, a Delaware limited liability company ("Assignor") and **TOTAL SYSTEM SERVICES, INC.**, a Georgia corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and the registrations thereof with the U.S. Patent and Trademark Office listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, in connection with that certain Purchase Agreement, dated as of January 1, 2011, by and among Assignor and Assignee, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of, the Trademarks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademarks. Effective as of the date executed by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representative, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; and (iii) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks.
2. Further Assurances. Assignor further agrees to execute all documents necessary to perfect such rights, title and interest in Assignee, its successors, assigns, and legal representatives.
3. Disclosures; Warranties. Assignor hereby discloses to Assignee the trademarks listed in Schedule A hereto and assigns, transfers and conveys all rights, title and interest in and to said Trademarks to Assignee, including without limitation, (i) the goodwill of the business symbolized by Trademarks; (ii) all registrations and applications for registration of the Trademarks; and (iii) Assignor's right to sue for damages and other remedies against past, present and future infringement of the listed Trademarks. Assignor represents and warrants that Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title or interest in and to the Trademarks, including that right to use the Trademarks. Assignor further represents and warrants that Assignor has disclosed to Assignee all information known to Assignor that is related to Assignor's right, title, and interest in and to the Trademarks, including without limitation the chain of title for the Trademarks. Other than the warranties listed in this Section, THE TRADEMARKS ARE ASSIGNED ON AN "AS IS," "WHEREIS," BASIS, "WITH ALL FAULTS" KOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES,

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EXPRESS OR IMPLIED, REGARDING THE TRADEMARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PRUPOSE AND NON-INFRINGEMENT.

- 4. Responsibilities of Assignee. Assignee shall be solely responsible for all cost and fees incurred in connection with recording this Assignment.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Georgia.
- 6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.
- 7. Entire Agreement. This Assignment constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties.

Executed this 10th day of February, 2011.

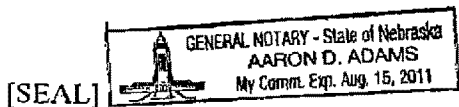
ASSIGNOR:

TSYS Merchant Solutions, LLC, a Delaware limited liability company

By: [Signature]
Diana Mehochko, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of February, 2011, before me, a Notary Public in and for the State and County foresaid, personally appeared Diana Mehochko known by me to be the person above-named and an officer of TSYS Merchant Solutions, LLC, duly authorized to execute this Assignment Agreement on behalf of TSYS Merchant Solutions, LLC.



Notary Public: [Signature]
My Commission Expires: Aug 15, 2011