

TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

TRADEMARK ASSIGNMENT

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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		04/28/2011	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2664549	PAYFUSE	
CORRESPONDENCE DATA			
Fax Number:	(402)602-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		
Signature:	/Aaron D. Adams/		
Date:	04/29/2011		
Total Attachments: 3 source=Trademark Assignment TMS to TSYS#page1.tif source=Trademark Assignment TMS to TSYS#page2.tif source=Trademark Assignment TMS to TSYS#page3.tif			

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O: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 a certain trademark and the registration thereof with the U.S. Patent and Trademark Office detailed in the attached Schedule A (the "Trademark") and wishes to assign such Trademark to Assignee.

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 Trademark. 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 Trademark, including, without limitation, (i) the goodwill of the business symbolized by the Trademark; (ii) all registrations and applications for registration of the Trademark; and (iii) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademark.
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 trademark listed in Schedule A hereto and assigns, transfers and conveys all rights, title and interest in and to said Trademark to Assignee, including without limitation, (i) the goodwill of the business symbolized by Trademark; (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 Trademark. 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 Trademark, including that right to use the Trademark. 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 Trademark, including without limitation the chain of title for the Trademark. Other than the warranties listed in this Section, THE TRADEMARK IS ASSIGNED ON AN "AS IS," "WHEREIS," BASIS, "WITH ALL FAULTS" KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRADEMARK, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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- 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 28th day of April, 2011.

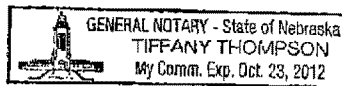
ASSIGNOR:
TSYS Merchant Solutions, LLC, a Delaware limited liability company

By: *[Signature]*
Diana Mehochko, President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 28th day of April, 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.

Notary Public: *[Signature]*
My Commission Expires: 10-23-12



[SEAL]