

NO:TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>First National Bank of Omaha</td> <td></td> <td>01/01/2011</td> <td>a National Banking Association:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	First National Bank of Omaha		01/01/2011	a National Banking Association:																				
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">TSYS Merchant Solutions, LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">1620 Dodge Street</td> </tr> <tr> <td>Internal Address:</td> <td colspan="3">Stop 3231</td> </tr> <tr> <td>City:</td> <td colspan="3">Omaha</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">NEBRASKA /USA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">68197</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	TSYS Merchant Solutions, LLC			Street Address:	1620 Dodge Street			Internal Address:	Stop 3231			City:	Omaha			State/Country:	NEBRASKA /USA			Postal Code:	68197			Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	TSYS Merchant Solutions, LLC																														
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PROPERTY NUMBERS Total: 1																															
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CORRESPONDENCE DATA																															
<p>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</p>																															
NAME OF SUBMITTER:	Aaron D. Adams																														
Signature:	/Aaron D. Adams/																														
Date:	04/29/2011																														
Total Attachments: 5																															

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TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Agreement") is made effective April 27, 2011 (the "Effective Date") by and between **FIRST NATIONAL BANK OF OMAHA**, a national banking association (the "Assignor"), and **TSYS MERCHANT SOLUTIONS, LLC t/k/a FIRST NATIONAL MERCHANT SOLUTIONS, LLC**, a Delaware limited liability company (the "Assignee").

WHEREAS, in connection with certain transactions contemplated by that certain Master Transaction and Unit Purchase Agreement, dated January 1, 2011, by and among First National Bank of Omaha, FNMS Holding, LLC, Columbus Depot Equipment Company and FN Merchant Partners, Inc., Assignee desires to acquire Assignor's rights in the trademark identified in Exhibit A attached hereto and Assignor desires to assign to Assignee its rights in such trademark.

NOW, THEREFORE, in consideration for the sum of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE I

ASSIGNMENT

Section 1.01. Assignor hereby sells, conveys, transfers and assigns to Assignee (i) all of Assignor's right, title and interest in and to the trademark identified on Exhibit A attached hereto, together with all goodwill symbolized by and connected with the use of such trademark (collectively, the "Trademarks"), (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, subject to certain restrictions defined in Article II.

ARTICLE II

RESTRICTIONS

Section 2.01. Assignee agrees that it shall not use the Trademarks to market any products or services or use the Trademarks in any other manner whatsoever without first obtaining the written consent of Assignor.

Section 2.02. Assignee agrees that it shall neither sell, convey, transfer, assign, or license the Trademarks nor assign or transfer this Trademark Assignment to another person or entity without obtaining the advance written consent of Assignor.

TO:TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

ARTICLE III

DISCLAIMER OF WARRANTIES

Section 3.01. THIS TRADEMARK ASSIGNMENT IS MADE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES RELATING TO THE TRADEMARKS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

ARTICLE IV

MISCELLANEOUS

Section 4.01. 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 assignment of the Trademarks set forth herein, and to vest in Assignee such right, title and interest in and to the Trademarks as granted to Assignee.

Section 4.02. This Assignment 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.

Section 4.03. Except as provided for specifically herein, no delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

Section 4.04. This Agreement, and all claims or causes of action that may be based upon, or arise out of or relate to this Agreement or the negotiation, execution or performance hereof or thereof, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of and venue in any court located within the State of Delaware, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

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Section 4.05. This Agreement and Schedule A attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein.

[SIGNATURE PAGE TO FOLLOW]

NO:TSYS MERCHANT SOLUTIONS, LLC COMPANY:1620 DODGE STREET

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:

FIRST NATIONAL BANK OF OMAHA

By: Maurice O'Connor
Name: MAURICE O'CONNOR
Title: VICE PRESIDENT & ASSISTANT SECRETARY

Assignee:

**TSYS MERCHANT SOLUTIONS, LLC f/k/a
FIRST NATIONAL MERCHANT SOLUTIONS, LLC**

By: Diana Mchichko
Name: DIANA MCHICHKO
Title: PRESIDENT

Signature Page to the Trademark Assignment

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EXHIBIT A
TRADEMARKS

Payfuse - U.S. Reg. No. 2,664,549 - issued 12/17/2002; class 36; providing electronic processing and transmission of credit card transaction data and electronic payment data via an on-line computer system.

Ex A-1