

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercury Payment Systems, LLC		07/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as administrative agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3523057	MERCURY PAYMENT SYSTEMS	
Registration Number:	3526214	MERCURY	
Registration Number:	3623390	MERCURYPAY	
Registration Number:	3526213	MERCURYGIFT	
Registration Number:	3623646	MERCURYVIEW	
Registration Number:	3625187	MPS MERCURY PAYMENT SYSTEMS	
Serial Number:	85111614	MERCURYSHIELD	
Serial Number:	85111635	MTOKEN	
Serial Number:	85111633	TRANSENTRY	
Serial Number:	85199442	MERCURY PARTNEREXCEL	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$265.00 3523057

Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2185
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	07/05/2011

Total Attachments: 4

source=MercuryPaymentTMSecurityAgreementWithDBTCA#page1.tif
source=MercuryPaymentTMSecurityAgreementWithDBTCA#page2.tif
source=MercuryPaymentTMSecurityAgreementWithDBTCA#page3.tif
source=MercuryPaymentTMSecurityAgreementWithDBTCA#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 1, 2011 (this "Agreement"), among Mercury Payment Systems, LLC (the "Grantor") and Deutsche Bank Trust Company Americas, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mercury Payment Systems, LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

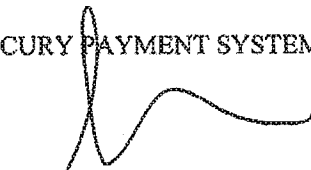
[Remainder of this page intentionally left blank]

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MERCURY PAYMENT SYSTEMS, LLC

By:


Name: Karsten Voermann
Title: Chief Financial Officer


Trademark Security Agreement

NEWYORK 8185832 (2K)

TRADEMARK
REEL: 004575 FRAME: 0054

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

By: 
Name: Evelyn Thierry
Title: Director

By: 
Name: Michael Getz
Title: Vice President

Trademark Security Agreement

NEWYORK 2182822 (2K)

TRADEMARK
REEL: 004575 FRAME: 0055

Schedule I

United States Registered Trademarks and Trademark Applications

Registered Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Mercury Payment Systems, LLC	MERCURY PAYMENT SYSTEMS	10/28/08	3,523,057
Mercury Payment Systems, LLC	MERCURY	11/4/08	3,526,214
Mercury Payment Systems, LLC	MERCURYPAY	5/19/09	3,623,390
Mercury Payment Systems, LLC	MERCURYGIFT	6/12/07	3,526,213
Mercury Payment Systems, LLC	MERCURYVIEW	7/8/08	3,623,646
Mercury Payment Systems, LLC	MPS MERCURY PAYMENT SYSTEMS	5/26/09	3,625,187

Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Application No.</u>
Mercury Payment Systems, LLC	MercuryShield	N/A	85111614
Mercury Payment Systems, LLC	MToken	N/A	85111635
Mercury Payment Systems, LLC	TranSentry	N/A	85111633
Mercury Payment Systems, LLC	Mercury PartnerExcel	N/A	85199442

Trademark Security Agreement