

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Priority Payment Systems LLC		05/10/2011	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
Internal Address:	c/o SLG Documents - Records Management		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3704841	PRIORITY PAYMENT SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)888-4190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4048884267		
Email:	dcorey@hunton.com		
Correspondent Name:	Hunton & Williams LLP		
Address Line 1:	600 Peachtree Street NE, Suite 4100		
Address Line 2:	c/o Deborah Corey		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	65740.000079		
NAME OF SUBMITTER:	Deborah Corey		
Signature:	/Deborah Corey/		

CH \$40.00 3704841

900196160

**TRADEMARK**  
 REEL: 004575 FRAME: 0270

Date:

07/05/2011

**Total Attachments: 5**

source=Priority Tdmk Agmt#page1.tif

source=Priority Tdmk Agmt#page2.tif

source=Priority Tdmk Agmt#page3.tif

source=Priority Tdmk Agmt#page4.tif

source=Priority Tdmk Agmt#page5.tif

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of May 10, 2011, by PRIORITY PAYMENT SYSTEMS LLC, a Georgia limited liability company ("**Grantor**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, "**Collateral Agent**").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of May 10, 2011, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Collateral Agent, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Lenders have agreed to make the Loans to Borrowers; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all of its Trademarks and Trademark License (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, in each case, other than any Intellectual Property not constituting Collateral under the Pledge and Security Agreement.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

PRIORITY PAYMENT SYSTEMS LLC

By: 

Name: John V. Priore

Title: President and CEO

Signature Page

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P.

By: 

Name: Stephen W. Hipp

Title: Senior Vice President

Signature Page

**Schedule 1**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Trademark Name</b>	<b>Registration #</b>	<b>Registration Date</b>
PRIORITY PAYMENT SYSTEMS	3,704,841	November 3, 2009

Schedule 1

Trademark Security Agreement  
33392649

**RECORDED: 07/05/2011**

**TRADEMARK**  
**REEL: 004575 FRAME: 0276**