

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACI Worldwide, Inc.		11/10/2011	CORPORATION: DELAWARE
ACI Worldwide Corp.		11/10/2011	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1525 West W.T. Harris Blvd., Mail Code NC 0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3317092	BASELINE
Registration Number:	3738680	BASE24-EPS
Registration Number:	2944444	BASE24-ES
Registration Number:	1919344	CO-ACH
Registration Number:	1878506	ENGUARD
Registration Number:	1688879	BASE24
Registration Number:	1328099	BASE24-CARD
Registration Number:	1328098	BASE24-TELLER
Registration Number:	1328097	BASE24-ATM
Registration Number:	1330612	BASE24-POS
Serial Number:	85103255	ACI PAYMENT SYSTEMS
Serial Number:	85103241	ACI PAYMENT SYSTEMS
Serial Number:	85103218	ACI

CH \$490.00 3317092

Serial Number:	85103169	ACI
Serial Number:	85098900	ACI PAYMENT SYSTEMS TRUSTED GLOBALLY
Serial Number:	85098766	ACI PAYMENT SYSTEMS TRUSTED GLOBALLY
Serial Number:	85098759	ACI PAYMENT SYSTEMS
Serial Number:	85098747	ACI PAYMENT SYSTEMS
Serial Number:	85044016	AGILE PAYMENTS SOLUTION

CORRESPONDENCE DATA

Fax Number: (212)822-5137
Phone: 2125305137
Email: wmcnamara@milbank.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: William J. McNamara
Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	11/22/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 10, 2011 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of ACI WORLDWIDE, INC. and ACI WORLDWIDE CORP. (collectively, "Grantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Collateral Agreement dated as of November 10, 2011 (the "Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan Documents, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders, a security interest in all of such 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule I hereto, and with respect to any and all of the foregoing, renewals thereof (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto; and

(c) all (i) income, royalties, damages and payments now or hereafter due and/or payable under any of Trademarks or with respect to any of the Trademarks, including, without limitation, damages or payments for past, present and future infringements of any of the Trademarks, (ii) rights to sue for past, present and future infringements of any of the Trademarks, and (iii) rights corresponding to any of the Trademarks throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Lenders pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such other document or instrument, as applicable.

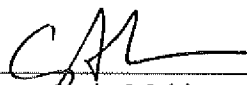
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACI WORLDWIDE, INC.

By: 
Name: Craig Maki
Title: Senior Vice President, Treasurer and
Chief Corporate Development Officer

ACI WORLDWIDE CORP.

By: 
Name: Craig Maki
Title: Vice President and Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: _____

Name: Robert Maichin

Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004664 FRAME: 0866

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No</u>
ACI Worldwide, Inc.	ACI WORLDWIDE	1/12/10	Registered	3,737,299
ACI Worldwide, Inc.	BASE 24	1/30/09	Argentina Registered	2270280
ACI Worldwide, Inc.	BASE 24	7/30/98	Australia Registered	657731
ACI Worldwide, Inc.	ACI	1/21/00	Austria Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Benelux Registered	01469444
ACI Worldwide, Inc.	BASE 24	3/23/94	Benelux Registered	552702
ACI Worldwide, Inc.	ACI	3/1/02	Brazil Pending	824409329
ACI Worldwide, Inc.	ACI	3/1/02	Brazil Pending	824409310
ACI Worldwide, Inc.	BASE 24	4/8/97	Brazil Registered	81806259
ACI Worldwide, Inc.	CREDITMASTE R	4/26/94	Brazil Registered	817007911
ACI Worldwide, Inc.	BASE 24	2/27/87	Canada Registered	324104
ACI Worldwide, Inc.	BASE 24	3/14/97	China Registered	962478
ACI Worldwide, Inc.	ACI	1/21/00	Cyprus Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Czech Republic Registered	01469444

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No</u>
ACI Worldwide, Inc.	ACI	1/21/00	Denmark Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Estonia Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	European Union Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Finland Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	France Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Germany Registered	01469444
ACI Worldwide, Inc.	BASE 24	2/14/96	Germany Registered	39514944
ACI Worldwide, Inc.	ACI	1/21/00	Greece Registered	01469444
ACI Worldwide, Inc.	BASE 24	4/13/95	Hong Kong Registered	B4067/99
ACI Worldwide, Inc.	ACI	1/21/00	Hungary Registered	01469444
ACI Worldwide, Inc.	BASE 24	11/9/04	India Registered	1319736
ACI Worldwide, Inc.	ACI	1/21/00	Ireland Registered	01469444
ACI Worldwide, Inc.	INFOBASE	7/15/92	Ireland Registered	1507130
ACI Worldwide, Inc.	ACI	1/21/00	Italy Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Jersey Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Latvia Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Lithuania Registered	01469444

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No</u>
ACI Worldwide, Inc.	ACI	1/21/00	Malta Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Poland Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Portugal Registered	01469444
ACI Worldwide, Inc.	BASE 24	5/9/95	Singapore Registered	T95/04119G
ACI Worldwide, Inc.	ACI	1/21/00	Slovakia Registered	01469444
ACI Worldwide, Inc.	ACI	1/21/00	Slovenia Registered	01469444
ACI Worldwide, Inc.	BASE 24	8/7/02	South Africa Registered	1995/04821
ACI Worldwide, Inc.	ACI	1/21/00	Spain Registered	01469444
ACI Worldwide, Inc.	BASE 24	3/22/94	Spain Registered	1810935
ACI Worldwide, Inc.	ACI	1/21/00	Sweden Registered	01469444
ACI Worldwide, Inc.	BASE 24	9/16/96	Taiwan Registered	727725
ACI Worldwide, Inc.	ACI	1/21/00	United Kingdom Registered	01469444
ACI Worldwide, Inc.	BASE 24	10/31/94	United Kingdom Registered	1567781
ACI Worldwide Corp.	ACI PAYMENT SYSTEMS	8/9/10	Application Pending	85-103, 255
ACI Worldwide Corp.	ACI PAYMENT SYSTEMS	8/9/10	Application Pending	85-103, 241
ACI Worldwide Corp.	ACI	8/9/10	Application Pending	85-103, 218
ACI Worldwide Corp.	ACI	8/9/10	Application Pending	85-103, 169

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No</u>
ACI Worldwide Corp.	ACI PAYMENT SYSTEMS TRUSTED GLOBALLY	8/3/10	Application Pending	85-098, 900
ACI Worldwide Corp.	ACI PAYMENT SYSTEMS TRUSTED GLOBALLY	8/3/10	Application Pending	85-098, 766
ACI Worldwide Corp.	ACI PAYMENT SYSTEMS	8/3/10	Application Pending	85-098, 759
ACI Worldwide Corp.	ACI PAYMENT SYSTEMS	8/3/10	Application Pending	85-098, 747
ACI Worldwide Corp.	AGILE PAYMENTS SOLUTION	5/20/10	Application Pending	85-044, 016
ACI Worldwide Corp.	BASELINE	10/23/07	Registered	3,317,092
ACI Worldwide Corp.	BASE24-EPS	1/19/10	Registered	3,738,680
ACI Worldwide Corp.	BASE24-ES	4/26/05	Registered	2,944,444
ACI Worldwide Corp.	CO-ACH	9/19/95	Registered	1,919,344
ACI Worldwide Corp.	ENGUARD	2/14/95	Registered	1,878,506
ACI Worldwide Corp.	BASE24	5/26/92	Registered	1,688,879
ACI Worldwide Corp.	BASE24-CARD	4/2/85	Registered	1,328,099
ACI Worldwide Corp.	BASE24-TELLER	4/2/85	Registered	1,328,098
ACI Worldwide Corp.	BASE24-ATM	4/2/85	Registered	1,328,097

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No</u>
ACI Worldwide Corp.	BASE24-POS	4/16/85	Registered	1,330,612
ACI Worldwide Corp.	BASE 24	8/2/89	France Registered	1544469
ACI Worldwide Corp.	base 24	3/21/94	France Registered	94513933