

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Horizon Merchant Services, Inc.		03/01/2006	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nova Information Systems, Inc.		
<b>Street Address:</b>	One Concourse Parkway, N.E.		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3050277	DIRECTNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)977-8141		
<b>Phone:</b>	513-977-8200		
<b>Email:</b>	jodi.weaver@dinsmore.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kathryn Przywara		
<b>Address Line 1:</b>	255 E. 5th Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	31893-6		
<b>NAME OF SUBMITTER:</b>	Kathryn Przywara		

OP \$40.00 3050277

Signature:	/kathryn przywara/
Date:	02/14/2012
<b>Total Attachments: 12</b> source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page1.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page2.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page3.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page4.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page5.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page6.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page7.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page8.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page9.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page10.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page11.tif source=Bill of Sale and Assignment and Assumption Agreement with Extracts#page12.tif	

**BILL OF SALE AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

FOR VALUE RECEIVED, the receipt, sufficiency and adequacy of which hereby are acknowledged, on this 1st day of March, 2006, **FIRST HORIZON MERCHANT SERVICES, INC.**, a Tennessee corporation, **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association, and **GLOBAL CARD SERVICES, INC.**, a Florida corporation (each individually, "Seller" and collectively, "Sellers"), hereby do sell, transfer, assign, bargain, convey, deliver, abandon, and set over unto **NOVA INFORMATION SYSTEMS, INC.**, a Georgia corporation ("Buyer"), and its successors and assigns, all of Sellers' right, title, and interest in and to all properties, assets, and rights identified as the "Transferred Assets" in Section 2.1 of that certain Merchant Asset Purchase Agreement dated as of January 31, 2006, by and among Sellers and Buyer (the "Purchase Agreement"), which is incorporated herein by this reference.

The Sellers, for themselves and their respective successors, successors-in-title, and assigns, fully and jointly and severally represent, warrant and agree: that they collectively are the true, lawful, and sole owners of the Transferred Assets hereby sold, transferred, assigned, bargained, conveyed, delivered, abandoned, and set over; that they collectively have the full, complete, and lawful right, power, and authority to execute this Bill of Sale and Assignment and Assumption Agreement and to so contribute, transfer, assign, bargain, convey, deliver, abandon and set over the Transferred Assets; that the rights, title and interests in the Transferred Assets hereby contributed, transferred, assigned, bargained, conveyed, sold, delivered, abandoned and set over constitute good and marketable title to the Transferred Assets, free and clear of all security interests, security deeds, liens, restrictions, encumbrances, leases, easements, and claims or rights of third parties of every kind and nature whatsoever; and that no other person, firm, corporation or entity of any kind has any claim to or interest in the Transferred Assets.

The Sellers will from time to time and at all times hereafter, upon every reasonable request of Buyer, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to more effectively carry out the purposes and intents evidenced by this Bill of Sale and Assignment and Assumption Agreement and to transfer the Transferred Assets to Buyer.

In furtherance of Section 3.1 of the Purchase Agreement, Buyer hereby assumes and agrees to pay and discharge all liabilities and obligations which are identified and defined as "Assumed Liabilities" in Section 3.1 of the Purchase Agreement.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

This Bill of Sale and Assignment and Assumption Agreement may be delivered by facsimile (or other similar means) and executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*(Signatures Begin on Next Page)*

ATLANTA:4781384.2

**TRADEMARK  
REEL: 004717 FRAME: 0003**

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

"SELLERS":

FIRST HORIZON MERCHANT SERVICES,  
INC.

By: Milton A. Gutelius, Jr.  
Name: Milton A. Gutelius, Jr.  
Title: Senior Vice President

FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION

By: Milton A. Gutelius, Jr.  
Name: Milton A. Gutelius, Jr.  
Title: Senior Vice President and Treasurer

GLOBAL CARD SERVICES, INC.

By: Milton A. Gutelius, Jr.  
Name: Milton A. Gutelius, Jr.  
Title: Senior Vice President

"BUYER":

NOVA INFORMATION SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Edward M. O'Hare  
Title: Senior Vice President

Bill of Sale and Assignment and Assumption Agreement

TRADEMARK  
REEL: 004717 FRAME: 0004

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

"SELLERS":

FIRST HORIZON MERCHANT SERVICES,  
INC.

By: \_\_\_\_\_  
Name: Milton A. Gutelius, Jr.  
Title: Senior Vice President

FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION


By: \_\_\_\_\_  
Name: Milton A. Gutelius, Jr.  
Title: Senior Vice President and Treasurer

GLOBAL CARD SERVICES, INC.

By: \_\_\_\_\_  
Name: Milton A. Gutelius, Jr.  
Title: Senior Vice President

"BUYER":

NOVA INFORMATION SYSTEMS, INC.

By:   
Name: Edward M. O'Hare  
Title: Senior Vice President

Bill of Sale and Assignment and Assumption Agreement

TRADEMARK  
REEL: 004717 FRAME: 0005

EXECUTION COPY

**MERCHANT ASSET PURCHASE AGREEMENT**

by and among

**FIRST HORIZON MERCHANT SERVICES, INC.,**

**GLOBAL CARD SERVICES, INC.,**

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

and

**NOVA INFORMATION SYSTEMS, INC.**

**JANUARY 31, 2006**

ATLANTA:4778413.23

**TRADEMARK**  
**REEL: 004717 FRAME: 0006**

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## MERCHANT ASSET PURCHASE AGREEMENT

THIS MERCHANT ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 31, 2006, by and among FIRST HORIZON MERCHANT SERVICES, INC., a Tennessee corporation ("Seller"), GLOBAL CARD SERVICES, INC., a Florida corporation ("GCS"), FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association ("Parent") and NOVA INFORMATION SYSTEMS, INC., a Georgia corporation ("Buyer").

### RECITALS:

Seller is a former division and a current indirect subsidiary of Parent. Parent is the owner of certain of the fixed assets related to the Business (as defined in Section 1.1 of this Agreement).

GCS is a wholly owned subsidiary of Seller.

Both Parent, Seller and GCS, on the one hand, and Buyer, on the other hand, are engaged in the Merchant Processing Business, including the business of providing Merchant Services to commercial establishments which accept Credit Cards, Private Label Cards, Gift Cards, Travel and Entertainment Cards, Debit Cards and other Financial Transaction Devices. Seller, Parent and GCS desire to sell and transfer to Buyer, and Buyer desires to acquire and assume, certain assets and liabilities related to the Business on the terms and subject to the conditions set forth in this Agreement (the "Transaction"). The parties also desire to enter into certain other agreements in connection with the Transaction.

Certain capitalized terms used in this Agreement are defined in Section 1.1.

NOW, THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the parties hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1 Definitions. Except as otherwise expressly provided, the capitalized terms set forth below shall have the meanings set forth below. Capitalized terms used in this Agreement and defined elsewhere in this Agreement shall have the meanings given to them where defined herein.

"**Acquiring Merchant**" means a Merchant for whom Parent, Seller or GCS provides Merchant Services in connection with which Parent, Seller or GCS bears the risk (whether by Payment Network Regulation, contract, or otherwise) for Chargebacks or Credit Losses.

"**Acquiror**" shall have the meaning set forth in Section 8.4(b).

"**Acquisition Transaction**" shall have the meaning set forth in Section 8.4(a).

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any determination, assessment or collection of any Tax or other administration of any Laws, regulations or administrative requirements.

**"Termination Date"** shall have the meaning set forth in Section 12.1(b).

**"Third Party Claim Notice"** shall have the meaning set forth in Section 11.3(a).

**"Third Party Claims"** shall have the meaning set forth in Section 11.3.

**"Tier 1 Relationship Merchant"** shall mean any one of the three Relationship Merchants identified as such on Schedule 4.2.

**"Tier 2 Relationship Merchant"** shall mean any one of the two Relationship Merchants identified as such on Schedule 4.2.

**"Top 100 Acquiring Merchants"** means the one hundred (100) Assigned Acquiring Merchants with the highest dollar value of Card transactions processed during the twelve (12) month period ending November 30, 2005.

**"Top 10 Other Merchants"** means the ten (10) Assigned Other Merchants with the highest dollar value of revenue earned by the Business during the twelve (12) month period ending November 30, 2005.

**"Transaction"** means collectively the various transactions contemplated by the Operative Documents.

**"Transfer Documents"** shall have the meaning set forth in Section 5.2(a)(ii).

**"Transfer Taxes"** shall have the meaning set forth in Section 4.3(a).

**"Transferred Assets"** shall have the meaning set forth in Section 2.1 and shall include any Deferred Transferred Asset from and after the time such Asset is transferred to Buyer.

**"Transferred Books and Records"** shall have the meaning set forth in Section 2.1(j).

**"Transferred Business Confidential Information"** shall have the meaning set forth in Section 9.2(a)(ii).

**"Transferred Contracts"** shall have the meaning set forth in Section 2.1(f).

**"Transferred Employees"** shall have the meaning set forth in Section 8.5(b).

**"Transferred Permits"** shall have the meaning set forth in Section 2.1(g).

**"Transferred Vendor Contracts"** shall have the meaning set forth in Section 2.1(f).

**"Transition Period"** means the period from the Closing Date through and including the Conversion Date.

"Travel and Entertainment Card" means any and all of the credit or charge cards issued by any of American Express Company, Discover Bank, Carte Blanche, JCB International Credit Card Co., Ltd. and Diners Club International Ltd.

"WARN Act" shall have the meaning set forth in Section 3.2(c).

## **ARTICLE II**

### **PURCHASE AND SALE OF ASSETS**

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing and effective as of the Effective Time, Parent, Seller and GCS shall sell, transfer, convey, assign and deliver to Buyer, free and clear of all Liens (other than Permitted Liens), and Buyer shall purchase, acquire and accept from Parent, GCS and Seller, all of Parent's, GCS's and Seller's respective right, title and interest in and to the following assets, rights, properties, claims and contracts, whether tangible or intangible, real, personal or mixed, accrued, contingent or otherwise, described in paragraphs (a) through (o) below ("Transferred Assets"):

(a) all Assigned Merchant Agreements, including any rights and interests of Parent, Seller or GCS under any guaranty agreements and, subject to Section 2.3, any Merchant Security Arrangements established or maintained in connection with the Assigned Merchant Agreements, but not including (i) any right to receive payment for or in connection with transactions processed before the Effective Time (including all accounts receivable, all notes, bonds, guarantees, and other evidence of indebtedness and all other rights to receive payments arising out of the Assigned Merchant Agreements before the Effective Time) (the "Merchant Accounts Receivable") or (ii) any right to assert claims or take other actions in respect of Defaults under the Assigned Merchant Agreements that arise out of or relate to events occurring before the Effective Time;

(b) all Contracts for the provision by third parties of point-of-sale terminals to Assigned Merchants in connection with the Business in which Parent, Seller or GCS has any economic interest or with respect to which Seller or GCS derives any revenue (the "Equipment Contracts"), but not including any right to receive payment or to assert claims or take other action in respect of Defaults under the Equipment Contracts that arise out of or relate to events occurring prior to the Effective Time;

(c) all Contracts identified on Section 2.1(c) of the Seller Disclosure Schedule pursuant to which, in the last five (5) years, (x) Parent, Seller or GCS acquired any Merchant Processing Business or any business which is incidental to and in support of the Business from any Person, whether by acquisition of substantially all of the assets or the capital stock, or by merger, of such Merchant Processing Business or business, or (y) Parent, Seller or GCS sold certain assets and liabilities of the Business to another Person (collectively, the "Assigned Acquisition Contracts");

(d) the real property leases identified on Section 2.1(d) of the Seller Disclosure Schedule (the "Assigned Real Property Leases"), but not including any right

(l) the trademarks and trademark registrations identified on Section 2.1(l) of the Seller Disclosure Schedule;

(m) the Owned Software, including copyright, trademark (unless and to the extent trademark rights include the names "First Horizon," "First Horizon Merchant Services," "FHMSi," or "FHMS"), patent, trade secret and other rights thereto, and all copies of the Owned Software;

(n) all copies in Seller's or GCS's possession of the Software and any other materials comprising or containing Seller's Proprietary Rights retaining no copies thereof; and

(o) the goodwill associated with the Business as a going concern, to the extent any such goodwill exists.

2.2 Retained Assets. Parent, Seller and GCS shall retain all assets held by Parent, Seller, GCS or any of their respective Affiliates which are not included in the Transferred Assets (the "Retained Assets"), including:

(a) all (i) cash and cash equivalents, including debt and equity securities owned by Seller or Parent, bank accounts and deposits, investments in money market funds, commercial paper, certificates of deposit, treasury bills and accrued interest thereon and (ii) accounts receivable and other rights to receive payments in respect of the Business including all Merchant Accounts Receivable; provided that, with respect to rights to receive payments in respect of the Business other than the Merchant Accounts Receivable, only those rights which arose prior to the Effective Time;

(b) subject to such rights as may be licensed to Buyer under the other Operative Documents and except for rights in the Owned Software and the trademarks and trademark registrations identified on Section 2.1(l) of the Seller Disclosure Schedule, all ownership rights in all U.S. and foreign trademarks and trademark registrations, copyright registrations, trade name registrations, service marks and service mark registrations, logos and any applications or pending applications related to any of the foregoing, all confidential information (other than as embodied in the Transferred Books and Records or relating to or comprising the Transferred Assets), trade secrets, compilations, know-how, drawings, techniques, and processes, and all invention disclosures and common law trademarks, service marks, copyrights and trade names owned or controlled by Seller, GCS or Parent, pursuant to license or otherwise and whether or not used in the Business;

(c) all rights in Licensed Software not transferred to Buyer under this Agreement;

(d) all Contracts that are not Transferred Contracts, including (i) any Contracts identified on Section 2.2(d)(i) of the Seller Disclosure Schedule, and (ii) any

IN WITNESS WHEREOF the undersigned hereto, execute this Agreement as of the date first written above.

PARENT:

FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION

By: Milton A. Gutfelus, Jr.  
Name: Milton A. Gutfelus, Jr.  
Title: Senior Vice President and  
Treasurer

SELLER:

FIRST HORIZON MERCHANT SERVICES, INC.

By: Milton A. Gutfelus, Jr.  
Name: Milton A. Gutfelus, Jr.  
Title: Senior Vice President

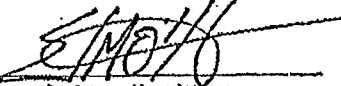
GCS:

GLOBAL CARD SERVICES, INC.

By: Milton A. Gutfelus, Jr.  
Name: Milton A. Gutfelus, Jr.  
Title: Senior Vice President

BUYER:

NOVA INFORMATION SYSTEMS, INC.

By:   
Name: EDWARD M. D'HARE  
Title: SENIOR VICE PRESIDENT

**SECTION 2.1(l)**  
**TRADEMARKS AND TRADEMARK REGISTRATIONS**

1. WE DO THE DIFFICULT WELL, U.S. Registration No. 2999018
2. DIRECTNET, U.S. Application No. 78544136, Reg. No. 52835 in Massachusetts
3. GUESTLINK, Reg. No. 54982 in Massachusetts