

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest In Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC, as Collateral Agent		03/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Best Payment Solutions, Inc.		
Street Address:	7851 West 185th Street		
City:	Tinley Park		
State/Country:	ILLINOIS		
Postal Code:	60477		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2897334	ACCEPT MERCHANT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
Phone:	(212) 455-2024		
Email:	jmull@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corina Gugler		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1667		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

Date:

03/28/2012

**Total Attachments: 4**

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN  
TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of March 27, 2012, is made by Goldman Sachs Lending Partners LLC, as collateral agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with the Loan Agreement, dated as of November 3, 2010 (as amended by the First Amendment, dated as of January 19, 2011 and as may be further amended, supplemented or otherwise modified from time to time), the "Loan Agreement", among vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC ("Borrower"), the various lenders from time to time party thereto, the Agent and the other agents party thereto, the Borrower and certain of its subsidiaries listed therein executed and delivered a Security Agreement, dated as of November 3, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"; all capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, a lien on and security interest (the "Security Interest") was granted by Best Payment Solutions, Inc., an Illinois corporation (the "Debtor") to the Agent, for the benefit of the Agent and the Secured Parties, in certain collateral, including the Trademark Collateral (as hereinafter defined); and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Debtor and the Agent entered into that Trademark Collateral Agreement, dated as of November 3, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 10, 2010, at Reel 004412 and Frame 0247; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Debtor's right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral listed on Schedule A hereto, and any right, title or interest of the Agent in such Trademark Collateral listed on Schedule A hereto shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

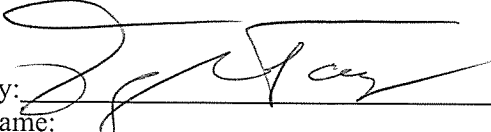
4. Recordation. The Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Trademark Collateral Agreement by its duly authorized officer as of the date first above written.

GOLDMAN SACHS LENDING PARTNERS LLC, as  
Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Douglas Tansey**  
**Authorized Signatory**

Schedule A

**U.S. TRADEMARKS**

Debtor: Best Payment Solutions, Inc., an Illinois corporation

Issued U.S. Trademarks of the Debtor

<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
2897334	10/26/2004	ACCEPT MERCHANT SERVICES

Pending U.S. Trademark Applications of the Debtor

None.