

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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:	National Processing Company		
Street Address:	5100 Interchange Way		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40229		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3809494		
Registration Number:	3390710	NATIONAL PROCESSING COMPANY	
Registration Number:	3072818	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	
Registration Number:	2622122		
Registration Number:	2142148	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	
Registration Number:	2119553	RETRIEVER PAYMENT SYSTEMS	
Registration Number:	1307418	NPC	
Serial Number:	85161711	ANYCARD, ANYWHERE, ANYTIME	
Serial Number:	85161702	ANYCARD, ANYTIME, ANYWHERE	
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</i>			

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via US Mail.

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: 5

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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 the National Processing Company, a Nebraska corporation ("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 0254; 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.

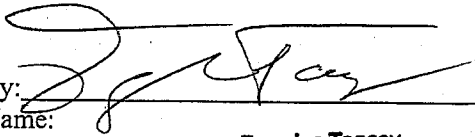
4. Recordation. The Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.

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

[Signature Page to Termination and Release of Trademark Collateral Agreement]

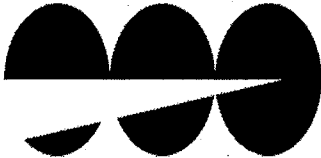

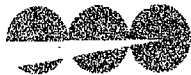
TRADEMARK
REEL: 004744 FRAME: 0463

Schedule A

U.S. TRADEMARKS

Debtor: National Processing Company, a Nebraska corporation

Issued U.S. Trademarks of the Debtor

Registration No.	Registration Date	Mark
3809494	06/29/2010	 <p>DESIGN ONLY (3 SHADED CIRCLES WITH A CONICAL SHAPE EMANATING FROM THE CENTER OF THE CIRCLE ON THE FAR RIGHT AND GROWING LARGER AS IT EXTENDS LEFT THROUGH THE MIDDLES OF BOTH OF THE OTHER CIRCLES.)</p>
3390710	03/04/2008	NATIONAL PROCESSING COMPANY NATIONAL PROCESSING COMPANY
3072818	03/28/2006	 <p>RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY</p>
2622122	09/17/2002	 <p>DESIGN ONLY ((3 INCOMPLETE CIRCLES WITH A CONICAL SHAPE EMANATING FROM THE CENTER OF THE CIRCLE ON THE FAR RIGHT AND GROWING LARGER AS IT EXTENDS LEFT THROUGH THE MIDDLES OF BOTH OF THE OTHER CIRCLES.)</p>
2142148	03/10/1998	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
2119553	12/09/1997	RETRIEVER PAYMENT SYSTEMS
1307418	11/27/1984	NPC

Pending U.S. Trademark Applications of the Debtor

Application No.	Application Date	Mark
85/161711	10/26/2012	ANY CARD, ANYWHERE, ANYTIME
85/161702	10/26/2010	ANY CARD, ANYTIME, ANYWHERE