

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:	vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC)
Street Address:	8500 Governor's Hill Drive
Internal Address:	MD 1GH4YE
City:	Symmes Township
State/Country:	OHIO
Postal Code:	45249-1384
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3481501	JEANIE
Registration Number:	3464161	SPRINGBOK SERVICES
Registration Number:	3410601	SPRINGBOK SERVICES
Registration Number:	3299623	SPRINGBOK
Registration Number:	3299622	SPRINGBOK
Registration Number:	3281504	EMPLOYEE GIFT GIVING MADE EASY
Registration Number:	2733728	CMC
Registration Number:	2646000	SKIPJACK
Registration Number:	2626436	PREMIER ISSUE
Registration Number:	2569811	CARD MANAGEMENT CORPORATION
Registration Number:	2417652	SKIPJACK
Registration Number:	1712167	JEANIE
Registration Number:	1120703	JEANIE

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Phone: (212) 455-2024
Email: jmull@stblaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent 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
source=Trademark Release-vantiv LLC#page1.tif
source=Trademark Release-vantiv LLC#page2.tif
source=Trademark Release-vantiv LLC#page3.tif
source=Trademark Release-vantiv LLC#page4.tif
source=Trademark Release-vantiv LLC#page5.tif

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 Borrower 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 Borrower 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 0312; 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 Borrower'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.

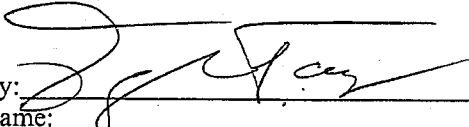
4. Recordation. The Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.

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: 0478


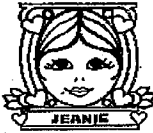
Schedule A

U.S. TRADEMARKS

Borrower: vantiv, LLC, a Delaware limited liability company

Issued U.S. Trademarks of the Borrower

Registration No.	Registration Date	Mark
3481501	08/05/2008	 JEANIE
3464161	07/08/2008	 SPRINGBOK SERVICES SPRINGBOK SERVICES
3410601	04/08/2008	 SPRINGBOK SERVICES SPRINGBOK SERVICES
3299623	09/25/2007	SPRINGBOK SPRINGBOK
3299622	09/25/2007	SPRINGBOK SPRINGBOK

Registration No.	Registration Date	Mark
3281504	08/21/2007	EMPLOYEE GIFT GIVING MADE EASY EMPLOYEE GIFT GIVING MADE EASY
2733728	07/08/2003	 CMC
2646000	11/05/2002	SKIPJACK
2626436	09/24/2002	PREMIER ISSUE
2569811	05/14/2002	CARD MANAGEMENT CORPORATION
2417652	01/02/2001	SKIPJACK
1712167	09/01/1992	JEANIE
1120703	06/19/1979	 JEANIE

Pending U.S. Trademark Applications of the Borrower

None.