

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Equinox Payments, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? Yes No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) June 29, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes
 NoName: PNC Bank, National Association, as Agent

Internal

Address: _____

Street Address: Two Tower Center BoulevardCity: East BrunswickState: New JerseyCountry: USA Zip: 08816

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:Name: James MurrayInternal Address: CT Lien SolutionsStreet Address: 4400 Easton Commons Way
Suite 125City: ColumbusState: OH Zip: 43219Phone Number: 614-280-3566Fax Number: 800-516-6304Email Address: james.murray@wolterskluwer.com**6. Total number of applications and registrations involved:**

5

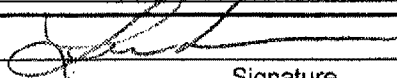
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

July 2, 2012

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:




5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004817 FRAME: 0201

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June 29, 2012, by and between EQUINOX PAYMENTS, LLC and PNC BANK, NATIONAL ASSOCIATION, as Agent.

<u>REGISTRATION OR APPLICATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
85/484,955	USA	December 1, 2011	EQUINOX
85/484,922	USA	December 1, 2011	 (including black and grey)
85/411,739	USA	August 31, 2011	Equinox Payments
85/495,889	USA	December 15, 2011	
85/495,938	USA	December 15, 2011	
<u>REGISTRATION OR APPLICATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, EQUINOX PAYMENTS, LLC, a Delaware limited liability company, located 8901 E. Raintree Drive, Suite 400, Scottsdale, Arizona ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC BANK, NATIONAL ASSOCIATION ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

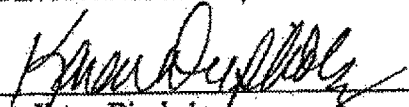
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

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Dated: June 29, 2012

EQUINOX PAYMENTS, LLC



Karen Diepholz
Chief Financial Officer

Dated: June 29, 2012

PNC BANK, NATIONAL
ASSOCIATION, as Agent

Fred Kiehne

Name: Fred Kiehne

Its: Vice President