

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 Previously Recorded at Reel/Frames (4410/0670) & (4788/0555)																
CONVEYING PARTY DATA																	
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CORRESPONDENCE DATA																	
<p>Fax Number: 2124552502</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: (212) 455-7803</p> <p>Email: jnull@stblaw.com</p> <p>Correspondent Name: Jodie Pimentel</p> <p>Address Line 1: 425 Lexington Avenue</p> <p>Address Line 4: New York, NEW YORK 10017</p>																	
ATTORNEY DOCKET NUMBER:	019557/0131																

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NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	10/15/2012
Total Attachments: 4 source=JPM-Certified Payment Processing, L.P. TM Release#page1.tif source=JPM-Certified Payment Processing, L.P. TM Release#page2.tif source=JPM-Certified Payment Processing, L.P. TM Release#page3.tif source=JPM-Certified Payment Processing, L.P. TM Release#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 12, 2012, from JPMorgan Chase Bank, a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Certified Payment Processing, L.P., (the "Company"), a Texas limited partnership with its principal place of business located at 100 Throckmorton St., Suite 1800, Fort Worth, TX 76102.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 1, 2010, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of November 1, 2010, among the Agent and the Company (the "Security Agreement"), the Company, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 5, 2010, at Reel 4410 and Frame 0670 and May 3, 2012 at Reel 4788 and Frame 0555; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

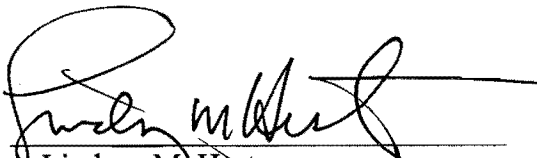
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

JPMORGAN CHASE BANK

By: 
Name: Lindsey M. Hester
Title: Authorized Signer

Schedule A

U.S. Trademark Registrations

Trademark	Registration No./ Application No.	Reel/Frame to be Released/ Recordation Date
SUMMIT MERCHANT SOLUTIONS (standard characters)	N/A 76/656,722	(4410/0670) 11/5/2010
MERCHANTPRO (standard characters)	3,914,023 85/066,025	(4410/0670) 11/5/2010
PROXIMA (standard characters)	N/A 85/517,042	(4788/0555) 5/3/2012