

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronic Funds Source, LLC		10/16/2012	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA	
Name:	SunTrust Bank
Street Address:	303 Peachtree Street, N.E.
Internal Address:	25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	77884814	DRIVELINE
Serial Number:	77889723	DRIVE LINE
Serial Number:	77886790	TCH
Serial Number:	77886779	TCH
Serial Number:	77886787	TRANSPORTATION CLEARING HOUSE
Serial Number:	85112048	Z CON
Serial Number:	85129926	Z-CON

CORRESPONDENCE DATA	
Fax Number:	4048817777
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-881-7000
Email:	laura.kees@alston.com,angie.wicker@alston.com

OP \$190.00 77884814

Correspondent Name: Laura Kees, Esq.
Address Line 1: 1201 West Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 001833/424567

NAME OF SUBMITTER: Laura Kees

Signature: /Laura Kees/

Date: 10/17/2012

Total Attachments: 7

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ELECTRONIC FUNDS SOURCE LLC, a Utah limited liability company (the "Grantor"), with principal offices at 3100 West End Avenue, Suite 1150, Nashville, Tennessee 37203, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of October 16, 2012 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

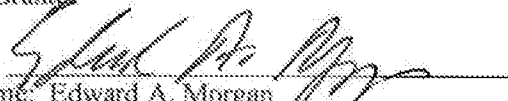
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

ELECTRONIC FUNDS SOURCE LLC,
as Grantor

By: 
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO SECURITY INTEREST PATENTS AND TRADEMARKS]

SUNTRUST BANK,
as Administrative Agent, as Grantee

By: 
Name: Keith Cox
Title: Managing Director

[SIGNATURE PAGE TO SECURITY INTEREST PATENTS AND TRADEMARKS]

SCHEDULE A

Trademarks:

Owner	Country	Marks	Serial Number	Filing Date
Electronic Funds Source LLC	U.S.	DRIVELINE	77/884,814	December 2, 2009
Electronic Funds Source LLC	U.S.	DRIVELINE & Design	77/889,723	December 9, 2009
Electronic Funds Source LLC (f/k/a TCH LLC)	U.S.	TCH	77/886,790	December 4, 2009
Electronic Funds Source LLC (f/k/a TCH LLC)	U.S.	TCH	77/886,779	December 4, 2009
Electronic Funds Source LLC (f/k/a TCH LLC)	U.S.	Transportation Clearing House	77/886,787	December 4, 2009
Electronic Funds Source LLC (f/k/a TCH LLC)	U.S.	Z-CON	85/112,048	August 20, 2010
Electronic Funds Source LLC (f/k/a TCH LLC)	U.S.	Z-CON & Design	85/129,926	September 15, 2010
Electronic Funds Source LLC (f/k/a TCH LLC)	Canada	TCH E MANAGER & Design	1171801	March 26, 2003
Electronic Funds Source LLC (f/k/a TCH LLC)	Canada	TCH EXPRESS & Design	1171805	March 26, 2003
Electronic Funds Source LLC (f/k/a TCH LLC)	Canada	TCH & Design	1171802	March 26, 2003

Electronic Funds Source LLC (f/k/a TCH LLC)	Canada	TCH CHECK & Design	1171806	March 26, 2003
Electronic Funds Source LLC (f/k/a TCH LLC)	Canada	TCH TRANSPORTATION CLEARING HOUSE & DESIGN	1171836	March 27, 2003
THC LLC	Canada	TCH CHEQUE & Design	1171803	March 6, 2003
Electronic Funds Source LLC (f/k/a TCH LLC)	Mexico	TCH CHECK & Design	768773	February 28, 2006
Electronic Funds Source LLC (f/k/a TCH LLC)	Mexico	TCH E MANAGER & Design	768774	February 28, 2006
Electronic Funds Source LLC (f/k/a TCH LLC)	Mexico	TCH TRANSPORTATION CLEARING HOUSE & Design	768771	February 28, 2006
TCH LLC	Mexico	TCH TRANSPORTATION CLEARING HOUSE & Design	768770	February 28, 2006
TCH LLC	Mexico	TCH TRANSPORTATION CLEARING HOUSE & Design	836124	February 14, 2007
TCH LLC	Mexico	TCH TRANSPORTATION CLEARING HOUSE & Design	836123	February 14, 2007
THC LLC	Tennessee	Z-CON & Design	Not Provided. Filed in Classes 39 and 105	Not Provided. Registered on March 7, 2011

Trademark Applications:

Owner	Country	Marks Applications	Serial	Filing Date
Electronic Funds Source LLC	U.S.	EFS	85514364	January 11, 2012
Electronic Funds Source LLC	U.S.	EFS & Design	85514369	January 11, 2012
Electronic Funds Source LLC	U.S.	ELECTRONIC FUNDS SOURCE	85514359	January 11, 2012
Electronic Funds Source LLC	U.S.	ELECTRONIC FUNDS SOURCE & Design	85514367	January 11, 2012
Electronic Funds Source LLC	U.S.	EFS SMARTFUNDS	85626775	May 16, 2012

REGISTERED PATENTS

Patent

Patent Number

Issue Date

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

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