

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest In Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eliot Management Group, LLC		10/12/2012	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Swiss stock corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2890057	EMG ELIOT MANAGEMENT GROUP	
Registration Number:	3130462	EMG	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7803		
Email:	jmull@stblaw.com		
Correspondent Name:	Jodie Pimentel		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	019557/0131		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

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TRADEMARK

Date:

10/24/2012

Total Attachments: 5

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GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 12, 2012 is made by Eliot Management Group, LLC, a Utah limited liability company, located at 100 Throckmorton Street Suite 1800, Fort Worth, TX 76102 (the "Grantor"), in favor of Credit Suisse AG, a Swiss stock corporation, located at Eleven Madison Avenue, New York, NY 10010, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), party to the Second Lien Loan Agreement, dated as of October 12, 2012 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Loan Agreement"), among FAPS Holdings, Inc., a Delaware corporation ("Holdings"), First American Payment Systems, L.P., a Texas limited partnership (the "Borrower"), the Lenders, the Agent, and Goldman Sachs Bank USA, as Syndication Agent.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Loan Agreement, the Grantor, Borrower and certain other subsidiaries of Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 12, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreements, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Loan Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Loan Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Loan Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELIOT MANAGEMENT GROUP, LLC
as Grantor

By: 

Neil E. Randel
Chairman

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Administrative Agent for the Lenders

By: 

Name: Robert Hetu

Title: Managing Director

By: 

Name: Patrick L. Freytag

Title: Associate

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
EMG ELIOT MANAGEMENT GROUP (and design)	2,890,057
EMG (standard characters)	3,130,462

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