

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Business Financial Services Inc. (f/k/a Merrill Lynch Capital a Division of Merrill Lynch Business Financial Services, Inc.) as First Lien Collateral Agent		12/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TransFirst, LLC		
Street Address:	12202 Airport Way, Suite 100		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: DELAWARE		
Name:	ME Acquisition, LLC		
Street Address:	20 Trafalgar Square, Suite 466		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2640830	TRANSFIRST	
Registration Number:	2735323		
Registration Number:	2908835	TRANSFIRST EPAYMENT SERVICES	
Registration Number:	2911244	TRANSFIRST EPAYMENT SERVICES	
Registration Number:	3052667	MERCHANT ACCOUNTS EXPRESS	
Registration Number:	3254401	MERCHANT EXPRESS	

OP \$165.00 2640830

TRADEMARK

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	01/02/2013

Total Attachments: 6

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 27, 2012 by GE BUSINESS FINANCIAL SERVICES INC. (f/k/a Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc.), as First Lien Collateral Agent (“**Agent**”).

W I T N E S S E T H

WHEREAS, (i) Agent and TRANSFIRST, LLC, a Delaware limited liability company (“**TransFirst LLC**”) are party to that certain (w) first lien trademark security agreement dated as of April 1, 2004 (the “**First Lien 2004 Trademark Security Agreement**”) and (x) second lien trademark security agreement dated as of April 1, 2004 (the “**Second Lien 2004 Trademark Security Agreement**”), (y) first lien trademark security agreement dated as of August 15, 2006 (the “**First Lien 2006 Trademark Security Agreement**”) and (z) second lien trademark security agreement dated as of August 15, 2006 (the “**Second Lien 2006 Trademark Security Agreement**”),

(ii) Agent and PAYMENT RESOURCES INTERNATIONAL, LLC, a Delaware limited liability company (“**Payment Resources**”), TransFirst LLC and TRANSFIRST HEALTH SERVICES, INC., a Kansas corporation (“**Health Services**”) are party to that certain (x) first lien Trademark Security Agreement dated as of June 15, 2007 (the “**First Lien 2007 Trademark Security Agreement**”) and (y) second lien Trademark Security Agreement dated as of June 15, 2007 (the “**Second Lien 2007 Trademark Security Agreement**”), and

(iii) Agent and ME ACQUISITION, LLC, a Delaware limited liability company (“**ME**”) and, together with Payment Resources, TransFirst LLC and Health Services, the “**Grantors**”) are party to that certain (x) first lien Trademark Security Agreement dated as of February 22, 2010 (the “**First Lien 2010 Trademark Security Agreement**”) and (y) second lien Trademark Security Agreement dated as of February 22, 2010 (the “**Second Lien 2010 Trademark Security Agreement**”; together with the First Lien 2004 Trademark Security Agreement, Second Lien 2004 Trademark Security Agreement, First Lien 2006 Trademark Security Agreement, Second Lien 2006 Trademark Security Agreement, First Lien 2007 Trademark Security Agreement, Second Lien 2007 Trademark Security Agreement and the First Lien 2010 Trademark Security Agreement, the “**Trademark Security Agreements**”),

in each case, pursuant to which Grantors granted security interests to Agent in certain trademarks (the “**Trademarks**”) and Trademark Rights (as defined below) as security for certain obligations owing by Grantors to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, certain Trademark Security Agreements were recorded by the Trademark Division of the United States Patent and Trademark Office:

- (i) with respect to the First Lien 2004 Trademark Security Agreement on April 8, 2004, at Reel 2944, Frame 0913;
- (ii) with respect to the Second Lien 2004 Trademark Security Agreement on April 12, 2004, at Reel 2946, Frame 0312;
- (iii) with respect to the First Lien 2006 Trademark Security Agreement on August 18, 2006, at Reel 3372, Frame 0443;
- (iv) with respect to the Second Lien 2006 Trademark Security Agreement on August 18, 2006, at Reel 3372, Frame 0485;

- (v) with respect to the First Lien 2007 Trademark Security Agreement on June 20, 2007, at Reel 3564, Frame 0376;
- (vi) with respect to the Second Lien 2007 Trademark Security Agreement on June 20, 2007, at Reel 3564, Frame 0383;
- (vii) with respect to the First Lien 2010 Trademark Security Agreement on February 22, 2010, at Reel 4153, Frame 0363; and
- (viii) with respect to the Second Lien 2010 Trademark Security Agreement on February 23, 2010, at Reel 4153, Frame 0810; and

WHEREAS, Grantors have requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign the same to Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantors' right, title and interest in and to all of the following (collectively the "**Trademark Rights**"):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future infringement of any Trademark.

2. Agent hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest, if any, in and to the Trademarks and the Trademark Rights.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.



GE BUSINESS FINANCIAL SERVICES INC. (f/k/a
Merrill Lynch Capital, a Division of Merrill Lynch Business
Financial Services Inc.), as First Lien Collateral
Agent

By: 
Name: Christopher Kill
Title: Duly Authorized Signatory

[Signature Page to First Lien Trademark Release and Reassignment]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Record Owner
TransFirst	76/243419 04/18/2001	2640830 10/22/2002	TransFirst, LLC
TransFirst Logo (Circle with "TF" design) 	76243418 04/18/2001	2735323 07/08/2003	TransFirst, LLC
TransFirst ePayment Services (word)	78343699 12/19/2003	2908835 12/07/2004	TransFirst, LLC
TransFirst ePayment Services (design) 	78343700 12/19/2003	2911244 12/14/2004	TransFirst, LLC
MERCHANT ACCOUNTS EXPRESS	76619732 11/08/2004	3052667 01/31/2006	ME Acquisition, LLC
MERCHANT EXPRESS	76618879 11/02/2004	3254401 06/06/2007	ME Acquisition, LLC

TRADEMARK APPLICATIONS

None.