

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransFirst Holdings, Inc.		12/27/2012	CORPORATION: DELAWARE
TransFirst, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
ME Acquisition, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Solveras, LLC		12/27/2012	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Second Lien Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 22			
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:	3604316	TRANSFIRST MERCHANT SERVICES	
Registration Number:	3573526	T TRANSFIRST FIRST IN SECURE ELECTRONIC PAYMENTS	
Registration Number:	3573527	FIRST IN SECURE ELECTRONIC PAYMENTS	
Registration Number:	4072267	TRANSACTION CENTRAL	
Registration Number:	3751494	ELAPP	
Registration Number:	4114695	ELAPP	

OP \$565.00 2640830

Registration Number:	3708686	TRANSGUARD
Registration Number:	3052667	MERCHANT ACCOUNTS EXPRESS
Registration Number:	3254401	MERCHANT EXPRESS
Registration Number:	3975823	PAYFOX
Registration Number:	3975849	PAYFOX
Registration Number:	4188792	TRANSFREEDOM
Registration Number:	4207907	TRANSACTION EXPRESS
Registration Number:	4050277	SOLVERAS
Registration Number:	4050278	SOLVERAS SMARTPAY
Registration Number:	4248378	TRANSACTION EXPRESS
Serial Number:	85692991	PROCESSNOW
Serial Number:	85725283	MERCHANT-FLO

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:	01/04/2013

Total Attachments: 8

source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page1.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page2.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page3.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page4.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page5.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page6.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page7.tif
source=4 FILE THIRD TF Second Lien Trademark Security Agreement (Executed)#page8.tif

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):

TransFirst Holdings, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other _____

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/27/2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: General Electric Capital Corporation, as Second

Street Address: Lien Collateral Agent, 500 W. Monroe St

City: Chicago

State: IL

Country: USA Zip: 60661

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship US - DE
☐ 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) _____ Text _____

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

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 P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 314-2392

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

22

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

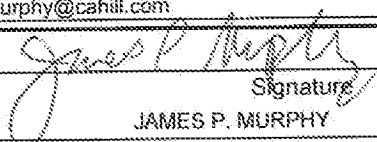
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


JAMES P. MURPHY

Name of Person Signing

January 2, 2013

Date

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

8

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

2. Name and address of conveying party(ies)

TransFirst, LLC
Delaware LLC
Citizenship – US – DE

ME Acquisition, LLC
Delaware LLC
Citizenship – US – DE

Solveras, LLC
Tennessee LLC
Citizenship – US – TN

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) is made as of this 27th day of December, 2012 by TRANSFIRST HOLDINGS, INC., a Delaware corporation (“**TransFirst**”), TRANSFIRST, LLC, a Delaware limited liability company (“**TransFirst LLC**”), ME ACQUISITION, LLC, a Delaware limited liability company (“**ME**”), and SOLVERAS, LLC, a Tennessee limited liability company (“**Solveras**” and, together with TransFirst, TransFirst LLC and ME, the “**Grantors**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Second Lien Collateral Agent (the “**Grantee**”) for the Second Lien Secured Parties (as such term is defined in the Credit Agreement described below).

WITNESSETH

WHEREAS, TransFirst Holdings, Inc., a Delaware corporation (“**Borrower**”), General Electric Capital Corporation, as Administrative Agent (as defined therein), Second Lien Collateral Agent (as defined therein), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and the other Agents (as defined therein) named therein are parties to a certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement of even date herewith between each Grantor, certain of such Grantor’s affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), each Grantor has granted to Grantee, for the benefit of the Second Lien Secured Parties, a security interest in substantially all of the assets of each Grantor including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing (“**Trademarks**”), together with the goodwill of the business symbolized by each Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations owing by each Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement or, if not in the Security Agreement, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the

benefit of the Second Lien Secured Parties, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Lien on such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising; provided, in no event shall the grant of a Lien and security interest as provided herein extend to any "intent to use" applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act:

(i) each Trademark and application for 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 foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement and the security interests evidenced hereby shall continue in full force and effect until termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than (A) contingent obligations not yet due and payable but including for all purposes hereof amounts due under Section 10.04 and/or 10.05 that have been invoiced to or demanded of the Borrower and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Hedge Bank and/or Cash Management Bank shall have been made). In connection with any termination pursuant to the foregoing sentence, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination and shall perform such other actions reasonably requested by such Grantor to effect such termination.

4. First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

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

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

TRANSFIRST HOLDINGS, INC., a Delaware corporation

TRANSFIRST, LLC, a Delaware limited liability company

ME ACQUISITION, LLC, a Delaware limited liability company

SOLVERAS, LLC, a Tennessee limited liability company

By: 

Name: Mark Travis
Title: Senior Vice President & Chief
Financial Officer

Agreed and Accepted
as of the Date First Written Above

GENERAL ELECTRIC CAPITAL CORPORATION,
as Second Lien Collateral Agent

By:


Name: Christopher Kil
Title: Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TransFirst	2,640,830	October 22, 2002
TransFirst Logo (Circle with "TF" design)	2,735,323	July 8, 2003
TransFirst ePayment Services (word)	2,908,835	December 7, 2004
TransFirst ePayment Services (design)	2,911,244	December 14, 2004
TRANSFIRST MERCHANT SERVICES (word)	3,604,316	April 7, 2009
Circle with "TF", the words "TransFirst" and "First in Secure Electronic Payments" (design)	3,573,526	February 10, 2009
FIRST IN SECURE ELECTRONIC PAYMENTS (word)	3,573,527	February 10, 2009
TRANSACTION CENTRAL (word)	4,072,267	December 20, 2011
ELAPP (word)	3,751,494	February 23, 2010
ELAPP (design)	4,114,695	March 20, 2012
TRANSGUARD (word)	3,708,686	November 10, 2009
MERCHANT ACCOUNTS EXPRESS	3,052,667	January 31, 2006
MERCHANT EXPRESS	3,254,401	June 6, 2007
PAYFOX (word)	3,975,823	June 7, 2011
PAYFOX (design)	3,975,849	June 7, 2011
TRANSFREEDOM (word)	4,188,792	August 14, 2012
TRANSACTION EXPRESS (word)	4,207,907	September 11, 2012
SOLVERAS (word)	4,050,277	November 1, 2011
SOLVERAS SMARTPAY (word)	4,050,278	November 1, 2011
TRANSACTION EXPRESS (design)	4,248,378	November 27, 2012

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
PROCESSNOW (word)	Application No. 85/692,991	August 1, 2012
MERCHANT-FLO (word)	Application No. 85/725,283	September 10, 2012