

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/15/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	National Processing Company		
Street Address:	8500 Governors Hill Drive		
City:	Symmes Township		
State/Country:	OHIO		
Postal Code:	45249		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3390710	NATIONAL PROCESSING COMPANY	
Registration Number:	1307418	NPC	
Registration Number:	3072818	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTH	
Registration Number:	2142148	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTH	
Registration Number:	2119553	RETRIEVER PAYMENT SYSTEMS	
Registration Number:	3809494		
Registration Number:	2622122		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	tqualls@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		

CH \$190.00 3390710

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 668194 (7)

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 05/30/2013

Total Attachments: 6

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of May 15, 2013, is made by JPMorgan Chase Bank, N.A., as Collateral Agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of March 27, 2012 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among vantiv, LLC ("Borrower"), the various lenders from time to time party thereto, the Agent and the other agents party thereto, the Borrower and National Processing Company (the "Debtor") executed and delivered a Trademark Collateral Agreement, dated as of March 27, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"; all capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, a lien on and security interest (the "Security Interest") was granted by the Borrower to the Agent, for the benefit of the Agent and the Secured Parties, in certain collateral, including the Trademark Collateral (as hereinafter defined); and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Debtor and the Agent entered into that Trademark Collateral Agreement, dated as of March 27, 2012 (the "Trademark Security Agreement").

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 2, 2012, at Reel 4804 and Frame 0778; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule A hereto;

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral listed on Schedule A hereto, and any right, title or interest of the Agent in such Trademark Collateral listed on Schedule A hereto 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.


4. Recordation. The Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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

JPMorgan Chase Bank, N.A., as Collateral Agent

By: 
Name: Ann B. Kerns
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARK REGISTRATION/APPLICATION NUMBERS

Title	Reg. No./ App. No.
NATIONAL PROCESSING COMPANY	3390710
NPC	1307418
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	3072818
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	2142148
RETRIEVER PAYMENT SYSTEMS	2119553
DESIGN ONLY (3 SHADED CIRCLES WITH A CONICAL SHAPE EMANATING FROM THE CENTER OF THE CIRCLE ON THE FAR RIGHT AND GROWING LARGER AS IT EXTENDS LEFT THROUGH THE MIDDLE OF BOTH OF THE OTHER CIRCLES.)	3809494
DESIGN ONLY (3 INCOMPLETE CIRCLES WITH A CONICAL SHAPE EMANATING FROM THE CENTER OF THE CIRCLE ON THE FAR RIGHT AND GROWING LARGER AS IT EXTENDS LEFT THROUGH THE MIDDLE OF BOTH OF THE OTHER CIRCLES.)	2622122