TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crescent Processing Company, LP		06/28/2013	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85860106	FUTURE PAYTECH
Serial Number:	85860109	FUTURE PAYMENT TECHNOLOGIES
Serial Number:	85860114	ACCEPTIO
Registration Number:	4259568	
Registration Number:	4259564	
Serial Number:	76704614	PARK CENTRAL

CH $165.00 85860106

CORRESPONDENCE DATA

Fax Number: 8043447999

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

Phone: 804-788-8331
Email: HWRITM@hunton.com
Correspondent Name: Stephen P. Demm - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street

Address Line 2:	Riverfront Plaza - East Tower
Address Line 4:	Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.000045
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	07/03/2013

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

WHEREAS, CRESCENT PROCESSING COMPANY, LP, a Texas limited partnership ("Grantor"), owns the Trademarks (as defined in the Security Agreement) registrations listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Crescent Processing Company GP, LLC, a Texas limited liability company, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent for certain other parties (in its capacity as agent, together with its successors in such capacity, the "Secured Party") are parties to an Amended and Restated Credit Agreement dated as of June 28, 2013 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 28, 2010 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, certain other parties and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the general partner of the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of June 28, 2013.

CRESCENT PROCESSING COMPANY, LP,
as Grantor

By: Crescent Processing Company GP, LLC,
its General Partner

By: _____
Chad Smith, President and Chief Executive Officer

TRADEMARK
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Schedule 1
to
Trademark Security Agreement

Mark	Owner	Serial or Reg. No.
FUTURE PAYTECH	Crescent Processing Company, LP	85/860,106
FUTURE PAYMENT TECHNOLOGIES	Crescent Processing Company, LP	85/860,109
ACCEPTIO	Crescent Processing Company, LP	85/860,114
	Crescent Processing Company, LP	4,259,568
	Crescent Processing Company, LP	4,259,564
PARK CENTRAL	Crescent Processing Company, LP	76/704,614

TRADEMARK
RECORDED: 07/03/2013 REEL: 005063 FRAME: 0235