

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Merchant Services, Inc.		08/05/2013	CORPORATION: NEW JERSEY
United POS Solutions, Inc.		08/05/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3192507	FLEXGIFT	
Registration Number:	4007013	U CHARGE	
Registration Number:	3966132	UCHARGE	
Registration Number:	4051725	UP SOLUTION	
Registration Number:	3860131	UP SALON	
Registration Number:	3860134	UP RESTAURANT	
Serial Number:	85339119	UP RETAIL	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	angie.wicker@alston.com		

OP \$190.00 3192507

Correspondent Name: Laura Kees  
Address Line 1: 1201 West Peachtree Street  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 057517/427169

NAME OF SUBMITTER: Laura Kees

Signature: /Laura Kees/

Date: 10/16/2013

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 5<sup>th</sup> day of August, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among UNITED MERCHANT SERVICES, INC., a New Jersey corporation ("UMSI"), UNITED POS SOLUTIONS, INC., a New Jersey corporation ("United POS") and together with UMSI, each a "Company" and collectively the "Companies"), UMSI HOLDINGS, INC., a Delaware corporation, UPOS HOLDINGS, INC., a Delaware corporation and certain Subsidiaries of the Companies, as Guarantors, the Lenders party thereto from time to time (collectively, the "Lenders"), the Collateral Agent and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as the Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of August 5, 2013, by and among the Grantors, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Liens which are prior as a matter of law) security interest in all

of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, Trademark Licenses, Trade Secrets, and Trade Secret Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark License, Trade Secret or Trade Secret License or (ii) injury to the goodwill associated with any Trademark, Trademark License, Trade Secret or Trade Secret License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

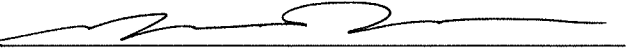
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof”, “herein”, “hereby”, “hereunder” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNITED MERCHANT SERVICES, INC.,  
as Grantor

By:   
Name: Jay Yoon  
Title: Chief Executive Officer

UNITED POS SOLUTIONS, INC.,  
as Grantor

By:   
Name: Jay Yoon  
Title: Chief Executive Officer

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Collateral Agent

By: 

Name: Stephen W. Hipp

Title: Senior Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005132 FRAME: 0236**

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
United Merchant Services, Inc.	USA	FLEXGIFT	3,192,507	January 2, 2007
United Merchant Services, Inc.	USA	U CHARGE	4,007,013	August 2, 2011
United Merchant Services, Inc.	USA	UCHARGE	3,966,132	May 24, 2011
United POS Solutions, Inc.	USA	UP SOLUTION	4,051,725	November 8, 2011
United POS Solutions, Inc.	USA	UP SALON	3,860,131	October 12, 2010
United POS Solutions, Inc.	USA	UP RESTAURANT	3,860,134	October 12, 2010
United POS Solutions, Inc.	USA	UP RETAIL	85/339,119	June 11, 2011