

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Official Payments Corporation		11/20/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4174873	OFFICIAL PAYMENTS	
Registration Number:	4175433	OFFICIAL PAYMENTS	
Registration Number:	4182409	OFFICIALLY PAID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(704) 373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon Street		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2029724-0620		

OP \$90.00 4174873

**900272619**

**TRADEMARK  
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NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	11/21/2013
<b>Total Attachments: 5</b> source=Trademark Security Agreement - Official Payments Corporation#page1.tif source=Trademark Security Agreement - Official Payments Corporation#page2.tif source=Trademark Security Agreement - Official Payments Corporation#page3.tif source=Trademark Security Agreement - Official Payments Corporation#page4.tif source=Trademark Security Agreement - Official Payments Corporation#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement dated as of November 20, 2013 (as amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”) between each of OFFICIAL PAYMENTS HOLDINGS, INC., a Delaware corporation, having its chief executive office at 3305 Engineering Drive, Suite 400, Norcross, GA 30092 and OFFICIAL PAYMENTS CORPORATION, a Delaware corporation, having its chief executive office at 3305 Engineering Drive, Suite 400, Norcross, GA 30092 (collectively, “Grantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, the “Administrative Agent”) with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, NC 28262.

### WITNESSETH:

WHEREAS, the Grantors are party to a Collateral Agreement dated as of November 10, 2011 (as, amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan Documents, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule I hereto and with respect to any and all of the foregoing, renewals thereof (collectively, “Trademarks”);

(b) any and all agreements for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto; and

(c) all (i) income, royalties, damages and payments now or hereafter due and/or payable under any of the Trademarks or with respect to any of the Trademarks, including, without limitation, damages or payments for past, present and future infringements of any of the Trademarks, (ii) rights to sue for past, present and future infringements of any of the Trademarks, and (iii) rights corresponding to any of the Trademarks throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Lenders pursuant to the Collateral Agreement and the Grantors hereby acknowledge and

affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such other document or instrument, as applicable.


[Remainder of page intentionally left blank]

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.

**OFFICIAL PAYMENTS HOLDINGS, INC.**

By:   
Name: Theodore F. Rodriguez  
Title: Secretary and Vice President

**OFFICIAL PAYMENTS CORPORATION**

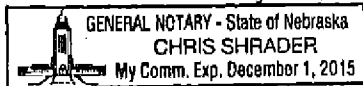
By:   
Name: Theodore F. Rodriguez  
Title: Secretary and Vice President

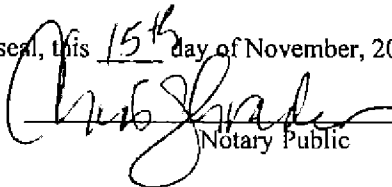
**ACKNOWLEDGMENT**

STATE OF Nebraska  
COUNTY OF Douglas

I, Chris Shrader, a Notary Public for said County and State, do hereby certify that Theodore F. Rodriguez personally appeared before me this day and stated that he is Secretary and Vice President of each of Official Payments Holdings, Inc. and Official Payments Corporation, and acknowledged, on behalf of Official Payments Holdings, Inc. and Official Payments Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 15<sup>th</sup> day of November, 2013.



  
Notary Public

My commission expires:

12/1/15

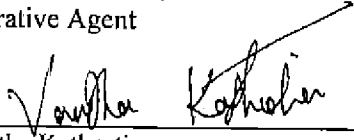
Official Payments Holdings, Inc.  
Official Payments Corporation  
Trademark Security Agreement  
Signature Page

Agreed and Accepted:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: \_\_\_\_\_

Name: Vanitha Kathrotia  
Title: Vice President

A handwritten signature in black ink, appearing to read "Vanitha Kathrotia", is written over a horizontal line. The signature is written in a cursive style.

Official Payments Holdings, Inc.  
Official Payments Corporation  
Trademark Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 005158 FRAME: 0989**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Debtor/Grantor	Title	Filing Date / Issued Date	Status	Application/ Registration No.
Official Payments Holdings, Inc.	CHOICEPAY	1/5/2001	Registered	Reg. No. 2546780
Official Payments Holdings, Inc.	TIER TECHNOLOGIES	1/31/1997	Registered	Reg. No. 2138667
Official Payments Corp.	OFFICIAL PAYMENTS	11/14/2011	Registered	Reg. No. 4174873
Official Payments Corp.	OFFICIAL PAYMENTS (and design)	11/22/2011	Registered	Reg. No. 4175433
Official Payments Corp.	OFFICIALLY PAID	11/14/2011	Registered	Reg. No. 4182409