

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Future Payment Technologies, L.P.		12/31/2013	LIMITED PARTNERSHIP: TEXAS

<b>RECEIVING PARTY DATA</b>	
Name:	Whitehorse Finance, Inc.
Street Address:	155 N. Wacker Drive
Internal Address:	Ste. 4180
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 7</b>		
Property Type	Number	Word Mark
Serial Number:	85860114	ACCEPTIO
Registration Number:	3580925	CRESCENT
Registration Number:	4096399	CRESCENT
Serial Number:	85860109	FUTURE PAYMENT TECHNOLOGIES
Serial Number:	85860106	FUTURE PAYTECH
Registration Number:	4259564	
Registration Number:	4259568	

<b>CORRESPONDENCE DATA</b>	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	dallasipdocket@akllp.com, mjewesson@akllp.com, dortigoza@akllp.com
Correspondent Name:	Michele P. Schwartz

CH \$190.00 85860114

Address Line 1: Andrews Kurth LLP, 1717 Main Street  
Address Line 2: Ste. 3700  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 213439

NAME OF SUBMITTER: Michele P. Schwartz

Signature: /Michele P. Schwartz/

Date: 01/07/2014

**Total Attachments: 3**

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source=Trademark Security Agreement - fully executed - Future Payment Technologies - HIG - 12.31.13#page3.tif

## TRADEMARK SECURITY AGREEMENT

WHEREAS, FUTURE PAYMENT TECHNOLOGIES, L.P., a Texas limited partnership (“Grantor”), owns the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Future Payment Technologies GP, LLC, a Texas limited liability company, and WHITEHORSE FINANCE, INC., as administrative agent for certain lenders (in its capacity as administrative agent, together with its successors in such capacity, the “Secured Party”) are parties to a Term Loan Credit Agreement dated as of December 31, 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 December 31, 2013 (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 terms 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:

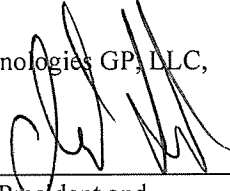
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill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

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 December 31, 2013.

FUTURE PAYMENT TECHNOLOGIES, L.P., as  
Grantor

By: Future Payment Technologies GP, LLC,  
its General Partner

By:   
\_\_\_\_\_  
Chad Smith, President and  
Chief Executive Officer

Schedule 1  
to  
Trademark Security Agreement

*Trademarks*

Owner of Record	Country of Registration	Trademark	Application or Registration No.
Future Payment Technologies, L.P.	U.S.	ACCEPTIO	85/860114
Future Payment Technologies, L.P.	U.S.	CRESCENT	3580925
Future Payment Technologies, L.P.	U.S.	CRESCENT	4096399
Future Payment Technologies, L.P.	U.S.	FUTURE PAYMENT TECHNOLOGIES	85/860109
Future Payment Technologies, L.P.	U.S.	FUTURE PAYTECH	85/860106
Future Payment Technologies, L.P.	U.S.	logo (Crescent Processing Company)	76/709470
Future Payment Technologies, L.P.	U.S.	logo (Park Central Company)	76/709631