

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
First Data Corporation		01/10/2014	CORPORATION: DELAWARE
Star Systems, Inc.		01/10/2014	CORPORATION: DELAWARE
TeleCheck Internatonal, Inc.		01/10/2014	CORPORATION: GEORGIA
Money Network Financial, LLC		01/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
Ignite Payments, LLC		01/10/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Clover Network, Inc.		01/10/2014	CORPORATION: DELAWARE
Perka, Inc.		01/10/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85820932	SOURCECONNECT
Registration Number:	4387854	DATACHOICE
Serial Number:	85840029	PIN NOW
Registration Number:	4392285	PIN NOW
Serial Number:	85874850	RAPIDFLASH
Serial Number:	85885086	SUREReturns
Registration Number:	4315145	MONEY NETWORK
Serial Number:	85909788	PAYSTART

CH \$340.00 85820932

Serial Number:	86032875	CLOVER
Serial Number:	86050599	CLOVER
Serial Number:	86061494	CLOVER
Serial Number:	86107171	PERKA
Serial Number:	86107177	PERKA

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	964959
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/16/2014

Total Attachments: 6

source=1-16-14 First Data-TM#page1.tif
source=1-16-14 First Data-TM#page2.tif
source=1-16-14 First Data-TM#page3.tif
source=1-16-14 First Data-TM#page4.tif
source=1-16-14 First Data-TM#page5.tif
source=1-16-14 First Data-TM#page6.tif

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of January 10, 2014, (the "Supplemental Trademark Security Agreement") among First Data Corporation, Star Systems, Inc., TeleCheck International, Inc., Money Network Financial, LLC, Ignite Payments, LLC, Clover Network, Inc. and Perka, Inc. (the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are a party to a Security Agreement dated as of September 24, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are executing and delivering this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantors:

- (a) Trademarks of the Grantors listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.


SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.


[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Trade-mark Security Agreement to be duly executed and delivered by its duly authorized officer or other representative as of the day and year first above written.

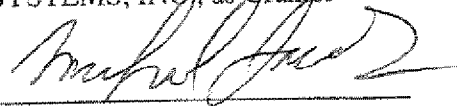
FIRST DATA CORPORATION, as Grantor

By: 
Name: Michael A. Jacobs
Title: Senior Vice President and
Treasurer

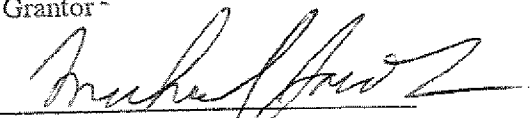
TELECHECK INTERNATIONAL, INC., as
Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

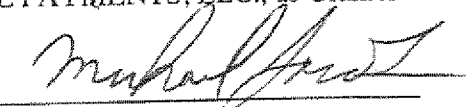
STAR SYSTEMS, INC., as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

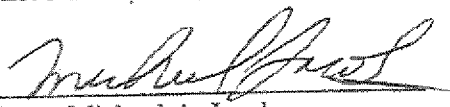
MONEY NETWORK FINANCIAL, LLC.,
as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer


IGNITE PAYMENTS, LLC., as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

CLOVER NETWORK, INC., as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

PERKA, INC., as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 

Name: Bill O'Daly

Title: Authorized Signatory

By: 

Name: Vipul Dhadda

Title: Authorized Signatory

First Data Supplemental Trademark Security Agreement

TRADEMARK
REEL: 005194 FRAME: 0367

SCHEDULE I

UNITED STATES TRADEMARKS:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	First Data Corporation	SOURCECONNECT	85820932 01/11/2013	
2.	First Data Corporation	DATACHOICE	85821372 01/11/2013	4387854 08/20/2013
3.	First Data Corporation	PIN NOW	85840029 02/04/2013	
4.	First Data Corporation	PIN NOW	85840036 02/04/2013	4392285 08/27/2013
5.	Star Systems, Inc.	RAPIDFLASH	85874850 03/13/2013	
6.	TeleCheck International, Inc.	SURERETURNS	85885086 03/25/2013	
7.	Money Network Financial, LLC	MONEY NETWORK	85978608 08/29/2011	4315145 04/02/2013
8.	Ignite Payments, LLC	PAYSTART	85909788 04/19/2013	
9.	Clover Network, Inc.	CLOVER	86032875 08/08/2013	
10.	Clover Network, Inc.	CLOVER	86050599 08/28/2013	
11.	Clover Network, Inc.	CLOVER	86061494 09/11/2013	
12.	Perka, Inc.	PERKA	86107171 10/31/2013	
13.	Perka, Inc.	PERKA	86107177 10/31/2013	