# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301270

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | 17-Dec 2010 Supplemental Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| First Data Corporation | | 02/20/2014 | CORPORATION: DELAWARE |
| Ignite Payments, LLC | | 02/20/2014 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| Clover Network, Inc. | | 02/20/2014 | CORPORATION: DELAWARE |
| First Data Resources, LLC | | 02/20/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Money Network Financial, LLC | | 02/20/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Star Systems, Inc. | | 02/20/2014 | CORPORATION: DELAWARE |
| TASQ Technology, Inc. | | 02/20/2014 | CORPORATION: CALIFORNIA |
| TeleCheck International, Inc. | | 02/20/2014 | CORPORATION: GEORGIA |
| Perka, Inc. | | 02/20/2014 | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT |
| **Street Address:** | 45 BROADWAY, 14TH FLOOR |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10006 |
| **Entity Type:** | Association: UNITED STATES |

**PROPERTY NUMBERS Total: 48**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 85426931 | CLOVER |
| **Serial Number:** | 77980133 | GO-TAG |
| **Serial Number:** | 77461914 | FD FIRST DATA |
| **Serial Number:** | 85274795 | URREPORTING |
| **Serial Number:** | 85264298 | PAYMENT ESSENTIALS |
| **Serial Number:** | 85147162 | OPTIONPOINT |
| **Serial Number:** | 85232913 | FD FIRST DATA BEYOND THE TRANSACTION |
| **Serial Number:** | 85493267 | SMART ROUTING |
| **Serial Number:** | 85493886 | SPENDTREND INSIGHTS |

CH $1215.00 85426931

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 85174795 | FIRST DATA SNAP |
| **Serial Number:** | 85499754 | POINTS OF SALE |
| **Serial Number:** | 85168791 | 360CONTROL |
| **Serial Number:** | 85434974 | BUSINESS TRACK |
| **Serial Number:** | 85501730 | PCI RAPID COMPLY |
| **Serial Number:** | 85631428 | PAYEDGE |
| **Serial Number:** | 85452091 | RAPID CONNECT |
| **Serial Number:** | 85635474 | POGO |
| **Serial Number:** | 85524566 | OFFERWISE |
| **Serial Number:** | 85584377 | FIRST DATA UCOMMERCE |
| **Serial Number:** | 85820932 | SOURCECONNECT |
| **Serial Number:** | 85821372 | DATACHOICE |
| **Serial Number:** | 85840029 | PIN NOW |
| **Serial Number:** | 85840036 | PIN NOW |
| **Serial Number:** | 85139510 | DEFENSEEDGE |
| **Serial Number:** | 85790317 | |
| **Serial Number:** | 85790316 | IGNITE |
| **Serial Number:** | 85790313 | IGNITE PAYMENTS |
| **Serial Number:** | 85909788 | PAYSTART |
| **Serial Number:** | 85409384 | MN |
| **Serial Number:** | 85409394 | MN |
| **Serial Number:** | 85409389 | MN |
| **Serial Number:** | 85978608 | MONEY NETWORK |
| **Serial Number:** | 85409375 | MONEY NETWORK |
| **Serial Number:** | 85976873 | CERTIFLASH |
| **Serial Number:** | 85976957 | STAR CERTIFLASH |
| **Serial Number:** | 85290474 | CERTIFLASH |
| **Serial Number:** | 85874850 | RAPIDFLASH |
| **Serial Number:** | 85680731 | TASQDIRECT |
| **Serial Number:** | 85096791 | PRO21 |
| **Serial Number:** | 85461330 | CONFIDENCE SCORE |
| **Serial Number:** | 85722145 | TELECHECK MOBILE CHECK ACCEPTANCE |
| **Serial Number:** | 85722143 | MCA |
| **Serial Number:** | 85885086 | SURERETURNS |
| **Serial Number:** | 86032875 | CLOVER |
| **Serial Number:** | 86050599 | CLOVER |
| **Serial Number:** | 86061494 | CLOVER |
| **Serial Number:** | 86107171 | PERKA |
| **Serial Number:** | 86107177 | PERKA |

**CORRESPONDENCE DATA**

**Fax Number:** 2026373593

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

**Phone:** 202-383-0100

**Email:** eteas@sutherland.com

**Correspondent Name:** E Langworthy-Sutherland Asbill & Brennan

**Address Line 1:** 700 Sixth Street, NW, Suite 700

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20001-3980

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 34250-1613 |
| **NAME OF SUBMITTER:** | E. A. Langworthy |
| **SIGNATURE:** | /E. A. Langworthy/ |
| **DATE SIGNED:** | 04/14/2014 |

**Total Attachments: 8**

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# Supplemental Trademark Security Agreement

**Supplemental Trademark Security Agreement**, dated as of February 20, 2014, (the "Supplemental Trademark Security Agreement") among First Data Corporation, Ignite Payments, LLC, Clover Network, Inc., First Data Resources, LLC, Money Network Financial, LLC, Star Systems, Inc., TASQ Technology, Inc., TeleCheck International, Inc., and Perka, Inc. (the "Grantors") in favor of Wells Fargo Bank, National Association, as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are a party to a Security Agreement dated as of December 17, 2010 (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]



TRADEMARK
REEL: 005259 FRAME: 0588

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Trademark 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: Stanley J. Anderson
Title: Vice President

CLOVER NETWORK, INC., as Grantor

By: _____
Name: Stanley J. Anderson
Title: Vice President

IGNITE PAYMENTS, LLC, as Grantor

By: _____
Name: Stanley J. Anderson
Title: Vice President

MONEY NETWORK FINANCIAL, LLC, as Grantor

By: _____
Name: Stanley J. Anderson
Title: Vice President

TELECHECK INTERNATIONAL, INC., as Grantor

By: _____
Name: Stanley J. Anderson
Title: Vice President



TRADEMARK
REEL: 005259 FRAME: 0589

STAR SYSTEMS, INC., as Grantor

By: _____
Name: Stanley J. Andersen
Title: Vice President

TASQ TECHNOLOGY, INC.

By: _____
Name: Stanley J. Andersen
Title: Vice President

FIRST DATA RESOURCES, LLC, as Grantor

By: _____
Name: Stanley J. Andersen
Title: Vice President

PERKA, INC., as Grantor

By: _____
Name: Stanley J. Andersen
Title: Vice President



TRADEMARK
REEL: 005259 FRAME: 0590

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name: Martin Reed
Title: Vice President

## SCHEDULE I

### UNITED STATES TRADEMARKS:

**Registrations:**

| | Owner | Trademark | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date |
|---|---|---|---|---|
| 1. | Clover Network, Inc. | CLOVER | 85426931<br>09/20/2011 | 4227414<br>10/16/2012 |
| 2. | First Data Corporation | GO-TAG | 77980133<br>10/23/2007 | 3862129<br>10/12/2010 |
| 3. | First Data Corporation | FD FIRST DATA & Design (color)<br>First Data | 77461914<br>04/30/2008 | 3934801<br>03/22/2011 |
| 4. | First Data Corporation | URREPORTING | 85274795<br>03/23/2011 | 4019614<br>08/30/2011 |
| 5. | First Data Corporation | PAYMENT ESSENTIALS | 85264298<br>03/11/2011 | 4095604<br>02/07/2012 |
| 6. | First Data Corporation | OPTIONPOINT | 85147162<br>10/07/2010 | 4129375<br>04/17/2012 |
| 7. | First Data Corporation | FD FIRST DATA BEYOND THE TRANSACTION & Design<br>First Data<br>beyond the transaction | 85232913<br>02/03/2011 | 4137647<br>05/08/2012 |
| 8. | First Data Corporation | SMART ROUTING | 85493267<br>12/12/2011 | 4140554<br>05/08/2012 |
| 9. | First Data Corporation | SPENDTREND INSIGHTS | 85493886<br>12/13/2011 | 4150291<br>05/29/2012 |
| 10. | First Data Corporation | FIRST DATA SNAP | 85174795<br>11/11/2010 | 4150987<br>05/29/2012 |
| 11. | First Data Corporation | POINTS OF SALE & Design<br>POINTS OF SALE | 85499754<br>12/20/2011 | 4179424<br>07/24/2012 |
| 12. | First Data Corporation | 360CONTROL | 85168791<br>11/04/2010 | 4191309<br>08/14/2012 |
| 13. | First Data Corporation | BUSINESS TRACK | 85434974<br>09/29/2011 | 4204779<br>09/11/2012 |
| 14. | First Data Corporation | PCI RAPID COMPLY | 85501730<br>12/22/2011 | 4243483<br>11/13/2012 |
| 15. | First Data Corporation | PAYEDGE | 85631428<br>05/22/2012 | 4272003<br>01/08/2013 |
| 16. | First Data Corporation | RAPID CONNECT | 85452091<br>10/20/2011 | 4273176<br>01/08/2013 |

| | Owner | Trademark | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date |
|---|---|---|---|---|
| 17. | First Data Corporation | POGO | 85635474<br>05/25/2012 | 4322196<br>04/16/2013 |
| 18. | First Data Corporation | OFFERWISE | 85524566<br>01/25/2012 | |
| 19. | First Data Corporation | FIRST DATA UCOMMERCE | 85584377<br>03/30/2012 | |
| 20. | First Data Corporation | SOURCECONNECT | 85820932<br>01/11/2013 | |
| 21. | First Data Corporation | DATACHOICE | 85821372<br>01/11/2013 | 4387854<br>08/20/2013 |
| 22. | First Data Corporation | PIN NOW | 85840029<br>02/04/2013 | |
| 23. | First Data Corporation | PIN NOW | 85840036<br>02/04/2013 | 4392285<br>08/27/2013 |
| 24. | First Data Resources, LLC | DEFENSEEDGE | 85139510<br>09/28/2010 | 4119272<br>03/27/2012 |
| 25. | Ignite Payments, LLC | Design (Flame) | 85790317<br>11/29/2012 | |
| 26. | Ignite Payments, LLC | IGNITE | 85790316<br>11/29/2012 | |
| 27. | Ignite Payments, LLC | IGNITE PAYMENTS | 85790313<br>11/29/2012 | |
| 28. | Ignite Payments, LLC | PAYSTART | 85909788<br>04/19/2013 | |
| 29. | Money Network Financial, LLC | MN Design (black & white) | 85409384<br>08/29/2011 | |
| 30. | Money Network Financial, LLC | MN Design (color w/ white background) | 85409394<br>08/29/2011 | |

| | Owner | Trademark | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date |
|---|---|---|---|---|
| 31. | Money Network Financial, LLC | MN Design (color w/ red back-ground) | 85409389<br>08/29/2011 | |
| 32. | Money Network Financial, LLC | MONEY NETWORK | 85978608<br>08/29/2011 | 4315145<br>04/02/2013 |
| 33. | Money Network Financial, LLC | MONEY NETWORK | 85409375<br>08/29/2011 | |
| 34. | Star Systems, Inc. | CERTIFLASH | 85976873<br>04/08/2011 | 4180927<br>07/24/2012 |
| 35. | Star Systems, Inc. | STAR CERTIFLASH & Design | 85976957<br>07/14/2010 | 4180931<br>07/24/2012 |
| 36. | Star Systems, Inc. | CERTIFLASH | 85290474<br>04/08/2011 | |
| 37. | Star Systems, Inc. | RAPIDFLASH | 85874850<br>03/13/2013 | |
| 38. | TASQ Technology, Inc. | TASQDIRECT | 85680731<br>07/18/2012 | 4351582<br>06/11/2013 |
| 39. | TeleCheck International, Inc. | PRO21 | 85096791<br>07/30/2010 | 3999658<br>07/19/2011 |
| 40. | TeleCheck International, Inc. | CONFIDENCE SCORE | 85461330<br>11/01/2011 | 4189558<br>08/14/2012 |
| 41. | TeleCheck International, Inc. | TELECHECK MOBILE CHECK ACCEPTANCE | 85722145<br>09/06/2012 | 4452311<br>12/17/2013 |
| 42. | TeleCheck International, Inc. | MCA | 85722143<br>09/06/2012 | 4456210<br>12/24/2013 |
| 43. | TeleCheck International, Inc. | SURERETURNS | 85885086<br>03/25/2013 | |
| 44. | Clover Network, Inc. | CLOVER | 86032875<br>08/08/2013 | |
| 45. | Clover Network, Inc. | CLOVER | 86050599<br>08/28/2013 | |
| 46. | Clover Network, Inc. | CLOVER | 86061494<br>09/11/2013 | |
| 47. | Perka, Inc. | PERKA | 86107171<br>10/31/2013 | |
| 48. | Perka, Inc. | PERKA | 86107177<br>10/31/2013 | |