

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

TRADEMARK

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

TRADEMARK

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]

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.

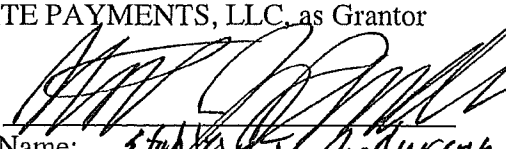
FIRST DATA CORPORATION, as Grantor

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

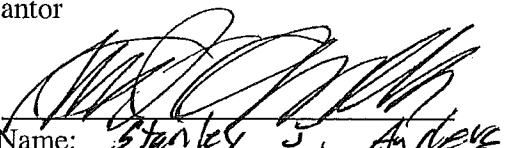
CLOVER NETWORK, INC., as Grantor

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

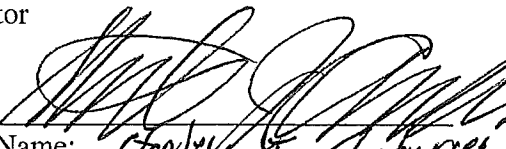
IGNITE PAYMENTS, LLC, as Grantor

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

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

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

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

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