TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN BANCARD LLC		05/21/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK EXISTING AND ORGANIZED UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3906799	ADVANCED PAYMENT SOLUTIONS
Registration Number:	3933685	MY BIZ PERKS
Registration Number:	3933686	MY BIZ PERKS
Registration Number:	3983342	NORTH AMERICAN BANCARD
Registration Number:	3983349	NORTH AMERICAN BANCARD
Registration Number:	3964336	PAYPROTEC
Registration Number:	3968615	PAYPROTEC
Serial Number:	85151896	PHONE SWIPE
Serial Number:	85151914	PHONE SWIPE

OP $240.00 3906799

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0628
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/21/2014

Total Attachments: 7
source=NAB 2014 IP Security Agreement#page1.tif
source=NAB 2014 IP Security Agreement#page2.tif
source=NAB 2014 IP Security Agreement#page3.tif
source=NAB 2014 IP Security Agreement#page4.tif
source=NAB 2014 IP Security Agreement#page5.tif
source=NAB 2014 IP Security Agreement#page6.tif
source=NAB 2014 IP Security Agreement#page7.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 21, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, acting through one or more of its branches or affiliates, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, NAB Holdings, LLC, a Michigan limited liability company, has entered into that certain Amended and Restated Credit Agreement, dated as of May 21, 2014 (as amended, restated, replaced, refinanced, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of May 21, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, all Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority (as defined in the Credit Agreement);

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

SECTION 1. Grant of Security. Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property of Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

TRADEMARK
REEL: 005291 FRAME: 0577

(a) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, domain names, certification marks, collective marks or other indicia of origin or source identification, design and general intangibles of a like nature, whether or not registered, including, without limitation: (i) trademark and service mark registrations of the foregoing, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application listed in Schedule 1; (ii) all of the goodwill of the business connected with the use of, and symbolized by any of the foregoing; (iii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof or for any injury to the related goodwill; (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements, dilutions or other violations thereof); and (v) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademarks");

(b) all domestic and foreign patents and certificates of invention, or similarly industrial property rights, and applications for any of the foregoing, including, without limitation: (i) all reissues, divisions, continuations, continuations-in-part, renewals, reexaminations and extensions thereof; (ii) any of the foregoing listed in Schedule 1; (iii) all patentable inventions and improvements thereto; (iv) the right to sue or otherwise recover for any and all past, present and future infringements or other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or other violations thereof); and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Patents");

(c) all domestic and foreign copyrights, whether or not the underlying works of authorship have been published, including, without limitation: (i) copyrights in software and all rights in and to databases, all designs, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein; (ii) all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; (iii) all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights; (iv) all moral rights, reversionary rights and termination rights in, to or under such copyrights; (v) all copyright registrations and copyright registration applications, and any renewals or extensions thereof, including, without limitation, each registration and application listed in Schedule 1; (vi) the rights to print, publish and distribute any of the foregoing; (vii) the right to sue or otherwise recover for any and all past, present and future infringements or other violations thereof; (viii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out

of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or other violations thereof); and (ix) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Copyrights");

(d) all trade secrets and all confidential and proprietary information, including, without limitation: (i) know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, whether or not the foregoing has been reduced to a writing or other tangible form, including, without limitation, any of the foregoing referred to in Schedule 1; (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations or other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future misappropriations or other violations thereof); and (iv) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, naming such Grantor as licensor or licensee, which provides for the granting of: (A) any right in, to, or under any Trademark or Trade Secret, (B) any right in, to, or under any Patent, including, without limitation, the right to manufacture, use, sell, offer to sell or import any invention covered in whole or in part by a Patent, and (C) any right in, to, or under any Copyright including, without limitation, the right to manufacture, distribute, exploit and sell materials derived from any Copyright, and (ii) all rights to sue at law or in equity to recover for any past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing, including the right to receive all Proceeds therefrom, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(f) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed by one or more of the parties on any number of counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest granted herein are more full set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Termination. Upon termination of this Intellectual Property Security Agreement, the Collateral Agent shall record the release of this Intellectual Property Security Agreement and any and all supplemental filings with the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable government office in which this Intellectual Property Security Agreement was recorded within fifteen (15) days of termination.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

NORTH AMERICAN BANCARD, LLC,
as Grantor

By: _____
Name: Michael Sauer
Title: Secretary

5967 VENTURES, LLC,
as Grantor

By: _____
Name: Michael Sauer
Title: Secretary

CAPITAL FOR MERCHANTS, LLC,
as Grantor

By: _____
Name: Michael Sauer
Title: Secretary

TRADEMARK
REEL: 005291 FRAME: 0581

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: MICHAEL SPAIGHT
Title: AUTHORIZED SIGNATORY

By: _____
Name:
Title: Tyler R. Smith
Authorized Signatory

TRADEMARK
REEL: 005291 FRAME: 0582

Schedule 1

COPYRIGHTS: None.

PATENTS: None.

TRADEMARKS:

Debtor / Grantor	Title	Status	Appl. No.	File Date	Reg. No	Reg. Date	Jurisdiction
North American Bancard LLC	MY BIZ PERKS	Pending	1477890	04/21/2010			Canada
North American Bancard LLC	MY BIZ PERKS & Design	Pending	1477891	04/21/2010			Canada
North American Bancard LLC	NORTH AMERICAN BANCARD	Registered	1477888	04/21/2010	TMA831370	09/07/2012	Canada
North American Bancard LLC	NORTH AMERICAN BANCARD & Design	Registered	1477889	04/21/2010	TMA831369	09/07/2012	Canada
North American Bancard LLC	PHONE SWIPE	Pending	1,514,370	02/08/2011			Canada
North American Bancard LLC	PHONE SWIPE & Design	Pending	1,514,372	02/08/2011			Canada
North American Bancard LLC	PHONE SWIPE	Registered	988611	04/12/2011	988611	08/23/2011	European Union (CTM)
North American Bancard LLC	PHONE SWIPE & DESIGN	Registered	9777491	03/02/2011	9777491	08/10/2011	European Union (CTM)
North American Bancard LLC	ADVANCED PAYMENT SOLUTIONS & Design	Registered	77/968,632	03/25/2010	3,906,799	01/18/2011	United States
Capital For Merchants, LLC	CAPITAL FOR MERCHANTS	Registered	77/967,410	03/24/2010	3,918,886	02/15/2011	United States
Capital For Merchants, LLC	CAPITAL FOR MERCHANTS & Design	Registered	77/968,647	03/25/2010	3,918,888	02/15/2011	United States
5967 Ventures, LLC	HUMBOLDT MERCHANT SERVICES	Registered	77/967,347	03/24/2010	4,319,307	04/16/2013	United States
North American Bancard LLC	MY BIZ PERKS	Registered	77/967,381	03/24/2010	3,933,685	03/22/2011	United States
North American Bancard LLC	MY BIZ PERKS & Design	Registered	77/967,391	03/24/2010	3,933,686	03/22/2011	United States
North American Bancard LLC	NORTH AMERICAN BANCARD	Registered	77/967,365	03/24/2010	3,983,342	06/28/2011	United States
North American Bancard LLC	NORTH AMERICAN BANCARD & Design	Registered	77/968,615	03/25/2010	3,983,349	06/28/2011	United States
North American Bancard LLC	PAYPROTEC	Registered	77/967,422	03/24/2010	3,964,336	05/24/2011	United States
North American Bancard LLC	PAYPROTEC & Design	Registered	77/968,625	03/25/2010	3,968,615	05/31/2011	United States
North American Bancard LLC	PHONE SWIPE	Pending	85/151,896	10/13/2010			United States
North American Bancard LLC	PHONE SWIPE & DESIGN	Pending	85/151,914	10/13/2010			United States

TRADE SECRETS: None.

INTELLECTUAL PROPERTY LICENSES: None.