

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312179

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Element Payment Services, Inc.		06/13/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Agent		
<b>Street Address:</b>	500 Stanton Christiana Rd Ops 2		
<b>City:</b>	Newark		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	19713		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86216847	PAYMENTS2GO	
<b>Serial Number:</b>	86083248	TRANSFORM PAYMENTS2GO	
<b>Registration Number:</b>	4528032	ELEMENT PAYMENT SERVICES	
<b>Registration Number:</b>	4500557	TRIPOS	
<b>Registration Number:</b>	4228854	CARDSENSE	
<b>Registration Number:</b>	4079452	TRANSFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>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.</i>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	60348-30020		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		

CH \$165.00 86216847

<b>DATE SIGNED:</b>	07/29/2014
---------------------	------------

**Total Attachments: 4**

source=Trademark Collateral Agreement-Element Payment Services (2)#page1.tif

source=Trademark Collateral Agreement-Element Payment Services (2)#page2.tif

source=Trademark Collateral Agreement-Element Payment Services (2)#page3.tif

source=Trademark Collateral Agreement-Element Payment Services (2)#page4.tif

**Trademark Collateral Agreement**

This June 13, 2014, ELEMENT PAYMENT SERVICES, INC. (“*Debtor*”) with its principal place of business and mailing address at 500 N. Juniper Drive, Suite 100, Chandler, Arizona 85226, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to JPMORGAN CHASE BANK, N.A., a national banking association (the “*Agent*”), with its mailing address at 500 Stanton Christiana Rd Ops 2, Newark, DE 19713, acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Parties a first priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date (as defined in the Loan Agreement referred to in the Security Agreement) for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) Each trademark, trademark registration, and trademark application owned by the Debtor that is registered or the subject of a pending application with any United States federal government authority, other than to the extent the same constitutes Excluded Property, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement, dated as of June 13, 2014, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the “*Security Agreement*”). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ELEMENT PAYMENT SERVICES, INC.

By:   
Name: Mark Heimboach  
Title: Chief Financial Officer

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005331 FRAME: 0866**

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A., a national banking  
association, as Agent


By:   
Name: Ann B. Kerns  
Title: Vice President

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005331 FRAME: 0867**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. TRADEMARK REGISTRATION/APPLICATION NUMBERS**

<b>Title</b>	<b>Reg. No./ App. No.</b>
PAYMENTS2GO	86216847
TRANSFORM PAYMENTS2GO	86083248
ELEMENT PAYMENT SERVICES 	4528032
TRIPOS	4500557
CARDSENSE	4228854
TRANSFORM	4079452