

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransFirst Holdings, Inc.		11/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4114695	ELAPP	
Registration Number:	3751494	ELAPP	
Registration Number:	3573527	FIRST IN SECURE ELECTRONIC PAYMENTS	
Registration Number:	3975849	PAYFOX	
Registration Number:	3975823	PAYFOX	
Registration Number:	3573526	T TRANSFIRST FIRST IN SECURE ELECTRONIC	
Registration Number:	3604316	TRANSFIRST MERCHANT SERVICES	
Registration Number:	3708686	TRANSGUARD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0418		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$215.00 4114695

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/13/2014
Total Attachments: 7 source=TransFirst Second Lien TM Security Agreement (2)#page1.tif source=TransFirst Second Lien TM Security Agreement (2)#page2.tif source=TransFirst Second Lien TM Security Agreement (2)#page3.tif source=TransFirst Second Lien TM Security Agreement (2)#page4.tif source=TransFirst Second Lien TM Security Agreement (2)#page5.tif source=TransFirst Second Lien TM Security Agreement (2)#page6.tif source=TransFirst Second Lien TM Security Agreement (2)#page7.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 12, 2014 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each “Pledgor” and collectively, the “Pledgors”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Second Lien Credit Agreement, dated as of November 12, 2014 (as amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among Tyche Merger Sub, Inc., a Delaware corporation, TransFirst Inc., a Delaware corporation, TransFirst Parent Corp., a Delaware corporation, and TransFirst Holdings, Inc., a Delaware corporation as the the Borrowers, Tyche Holdings, LLC, a Delaware limited liability company (“Holdings”), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

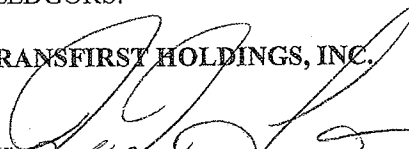
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

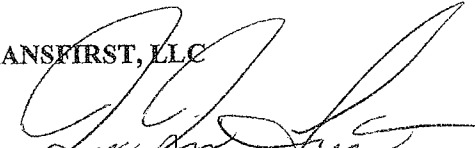
TRANSFIRST HOLDINGS, INC.

By: 

Name: Mark W. Travis

Title: Chief Financial Officer

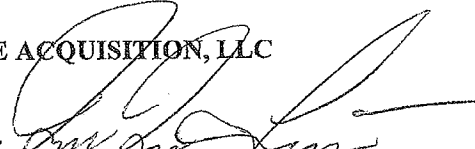
TRANSFIRST, LLC

By: 

Name: Mark W. Travis

Title: Chief Financial Officer

ME ACQUISITION, LLC

By: 

Name: Mark W. Travis

Title: Chief Financial Officer

[TransFirst Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005400 FRAME: 0644

TRANSEIRST ASSOCIATION SALES, LLC

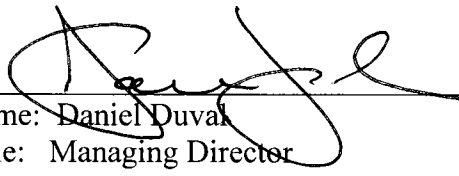
By: 

Name: Mark W. Travis

Title: Chief Financial Officer

[TransFirst Second Lien Trademark Security Agreement]

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Daniel Duval
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered trademarks and service marks and applications to register trademarks and service marks:

1. "ELAPP" (design) Registration No. 4,114,695 Owner: TransFirst Holdings, Inc.
2. "ELAPP" (word) Registration No. 3,751,494 Owner: TransFirst Holdings, Inc.
3. "FIRST IN SECURE ELECTRONIC PAYMENTS" (word) Registration No. 3,573,527 Owner: TransFirst Holdings, Inc.
4. "MERCHANT EXPRESS" Registration No. 3,254,401 Owner: ME Acquisition, LLC
5. "MERCHANT ACCOUNTS EXPRESS" Registration No. 3,052,667 Owner: ME Acquisition, LLC
6. "PAYFOX" (design) Registration No. 3,975,849 Owner: TransFirst Holdings, Inc.
7. "PAYFOX" (word) Registration No. 3,975,823 Owner: TransFirst Holdings, Inc.
8. "SOLVERAS" (word) Registration No. 4,050,277 Owner: TransFirst Association Sales, LLC
9. "SOLVERAS SMARTPAY" (word) Registration No. 4,050,278 Owner: TransFirst Association Sales, LLC
10. (Circle with "TF") (design) Registration No. 2,735,323 Owner: TransFirst, LLC
11. (Circle with "TF", the words "TransFirst" and "First in Secure Electronic Payments") Registration No. 3,573,526 Owner: TransFirst Holdings, Inc.
12. (Circle with "TF", the words "TransFirst" and "First in Secure Electronic Payments") (No priority claim) Registration No. 684576 (CTM) and Serial No. 6848576
13. "TRANSFIRST FIRST IN SECURE ELECTRONIC PAYMENTS Y DISEÑO" Registration No 1,067,717 (Mexico)
14. "TRANSACTION CENTRAL" (word) Registration No. 4,072,267 Owner: TransFirst, LLC
15. "TRANSFIRST" (word) Registration No. 684576 (CTM) and Serial No. 6848576
16. "TRANSFIRST" (word) Registration No. 1,173,126 (Mexico)
17. "TRANSFIRST" (word) Registration No. 2,640,830 Owner: TransFirst, LLC
18. "TransFirst ePayment Services" (design) Registration No. 2,911,244 Owner: TransFirst, LLC
19. "TRANSFIRST EPAYMENT SERVICES" (word) Registration No. 2,908,835 Owner: TransFirst, LLC
20. "TRANSFIRST MERCHANT SERVICES" (word) Registration No. 3,604,316 Owner: TransFirst Holdings, Inc.
21. "TRANSGUARD" (word) Registration No. 3,708,686 Owner: TransFirst Holdings, Inc.
22. "TRANSACTION EXPRESS" (word) Registration No. 4,207,907 Owner: TransFirst, LLC
23. "TRANSFREEDOM" (word) Registration No. 4,188,792 Owner: TransFirst, LLC
24. "TRANSACTION EXPRESS" (design) Registration No. 4,248,378 Owner: TransFirst, LLC

25. "PROCESSNOW" (word) Registration No. 4,463,562 Owner: TransFirst, LLC
26. "MERCHANT-FLO" (design) (pending) 85/864,794 Owner: ME Acquisition, LLC
27. "MERCHANT-FLO" (word) Registration No. 4,338,072 Owner: ME Acquisition, LLC