

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bluefin Payment Systems, LLC	FORMERLY CAPITAL PAYMENTS, LLC	12/04/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2966342	BLUEFIN PAYMENT SYSTEMS
Registration Number:	3251601	BLUEFIN
Registration Number:	3151017	SWIPE OVER IP
Registration Number:	3090144	QUICKSWIPE
Registration Number:	3846743	EZGIVE
Registration Number:	4511208	PRICESIMPLE
Serial Number:	86146857	SECURE THE CLOUD
Serial Number:	86195668	SHIELDCONEX
Serial Number:	86195735	CARDCONEX
Serial Number:	86329498	DECRYPTX

CORRESPONDENCE DATA

Fax Number: 4046029017

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.

Phone: 4048884068

Email: hwattm@hunton.com

Correspondent Name: Shelly Anderson-Hunton & Williams LLP

Address Line 1: 600 Peachtree Street, NE

Address Line 2: Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308-2216

TRADEMARK

ATTORNEY DOCKET NUMBER:	65740.117
NAME OF SUBMITTER:	SHELLY ANDERSON
SIGNATURE:	/SHELLY ANDERSON/
DATE SIGNED:	12/09/2014
Total Attachments: 5 source=GSSLG Bluefin - Trademark Security Agreement_51739524_5 (2)#page1.tif source=GSSLG Bluefin - Trademark Security Agreement_51739524_5 (2)#page2.tif source=GSSLG Bluefin - Trademark Security Agreement_51739524_5 (2)#page3.tif source=GSSLG Bluefin - Trademark Security Agreement_51739524_5 (2)#page4.tif source=GSSLG Bluefin - Trademark Security Agreement_51739524_5 (2)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 4, 2014, by BLUEFIN PAYMENT SYSTEMS LLC (f/k/a CAPITAL PAYMENTS, LLC), a Delaware limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSLG**”), as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrower; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (a) all of Grantor’s Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License (collectively, the “**Trademark Collateral**”).

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of

itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

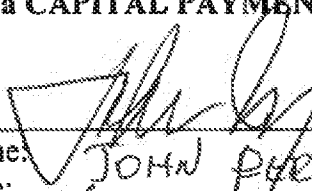
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

BLUEFIN PAYMENT SYSTEMS LLC
(f/k/a CAPITAL PAYMENTS, LLC)

By: 
Name: JOHN PERRY
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.


By:  _____

Name: David D. Miller

Title: Senior Vice President

Schedule I

Trademark Registrations

GRANTOR	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
CAPITAL PAYMENTS, LLC	BLUEFIN PAYMENT SYSTEMS	2,966,342	07/12/2005
CAPITAL PAYMENTS, LLC	Bluefin	3,251,601	06/12/2007
CAPITAL PAYMENTS, LLC	SWIPE OVER IP	3,151,017	10/03/2006
CAPITAL PAYMENTS, LLC		3,090,144	05/09/2006
CAPITAL PAYMENTS, LLC	EZGIVE	3,846,743	09/07/2010
CAPITAL PAYMENTS, LLC	PriceSimple	4,511,208	04/08/2014

Trademark Applications

GRANTOR	TRADEMARK	SERIAL NO.	FILING DATE
CAPITAL PAYMENTS, LLC	Secure the Cloud	86/146,857	12/08/2013
CAPITAL PAYMENTS, LLC	ShieldConex	86/195,668	02/17/2014
CAPITAL PAYMENTS, LLC	CardConex	86/195,735	02/17/2014
CAPITAL PAYMENTS, LLC	Decryptx	86/329,498	07/07/2014

Trademark Licenses

None.