

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329467

<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>
FLAGSHIP MERCHANT SERVICES, LLC		12/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION AS COLLATERAL AGENT		
<b>Street Address:</b>	50 S. SIXTH STREET		
<b>Internal Address:</b>	SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402-1544		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3745496	FLAGSHIP MERCHANT SERVICES	
<b>Registration Number:</b>	3851763	FLAGSHIP MERCHANT SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbraibanti@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Jill C. Braibanti		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	20895-001		
<b>NAME OF SUBMITTER:</b>	Jill C. Braibanti		
<b>SIGNATURE:</b>	/Jill C. Braibanti/		
<b>DATE SIGNED:</b>	01/20/2015		
<b>Total Attachments: 4</b>			
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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office  
Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Security Agreement dated as of December 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among the Grantors party thereto (each a “**Grantor**” and collectively, the “**Grantors**”) and Wilmington Trust, National Association, as Collateral Agent (in such capacity and together with its successors and assigns, the “**Collateral Agent**”) for the Secured Parties referenced therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise of the Secured Obligations (as defined in the Security Agreement) the undersigned Grantor has granted, and hereby grants to the Collateral Agent for the benefit of the Secured Parties (as defined in the Secured Agreement) a continuing security interest in and a right of set-off against any and all right, title and interest of such Grantor in the trademarks and trademark applications set forth on Schedule 1 attached hereto.

The security interest and right of set-off granted pursuant to this Grant of Security Interest in Trademarks is granted concurrently and in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and the undersigned Grantor hereby acknowledges that the rights and remedies of Collateral Agent with respect to the security interest and right of set off against the trademark and trademark applications shown on Schedule I attached hereto 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 of an irreconcilable conflict between the Security Agreement and this Grant of Security Interest in Trademarks, the Security Agreement shall control.


**The liens and security interests granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent with respect to the Collateral, are subject to the limitations and provisions of the Intercreditor Agreement (as defined in the Security Agreement).**

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Very truly yours,

FLAGSHIP MERCHANT SERVICES,  
LLC

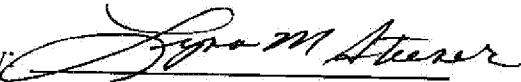
By:   
Name: Philip J. Ragona  
Title: Senior Vice President, General  
Counsel and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks --Flagship  
Merchant Services, LLC.]

**TRADEMARK**  
**REEL: 005443 FRAME: 0750**

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION  
as Collateral Agent

By: 

Name: Lynn M. Steiner  
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks –Flagship Merchant  
Services, LLC.]

**TRADEMARK**  
**REEL: 005443 FRAME: 0751**

**Schedule 1**

<b>Mark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
FLAGSHIP MERCHANT SERVICES	Registered	78922969	7/5/06	3745496	2/2/10
FLAGSHIP MERCHANT SERVICES and Design	Registered	78923624	7/6/06	3851763	9/21/10