

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPAYMENT, INC.		12/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION AS COLLATERAL AGENT		
Street Address:	50 S. SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3733920	IPAYMENT	
Registration Number:	3497619	CAMBRIDGE PAYMENT SYSTEMS	
Registration Number:	3998975	CARDSYNC	
Registration Number:	2871023	E	
Registration Number:	2810233		
Registration Number:	2938442	DRIVING EPROGRESS	
Registration Number:	4231618	IACCESS	
Registration Number:	4155979	IACCOUNTING	
Registration Number:	4302116	IADVANTAGE	
Registration Number:	4269046	IADVANTAGE	
Registration Number:	4269045	IADVANTAGE	
Registration Number:	4280415	IBUY	
Registration Number:	4307020	IEMPLOYEE	
Registration Number:	4165785	IFILES SAFE	
Registration Number:	4155968	IHOME PAGE	
Registration Number:	4306982	ILEGAL	
Registration Number:	4509361	IPAYMENT	
Registration Number:	2619094	ONLINE APP	
TRADEMARK			

CH \$565.00 3733920

Property Type	Number	Word Mark
Registration Number:	2454967	QUICKCOMMERCE
Registration Number:	4280821	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4310569	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4280822	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.

CORRESPONDENCE DATA

Fax Number:

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: jbraibanti@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 20895-001

NAME OF SUBMITTER: Jill C. Braibanti

SIGNATURE: /Jill C. Braibanti/

DATE SIGNED: 01/20/2015

Total Attachments: 4

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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 Security 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.

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Very truly yours,

iPAYMENT, INC.

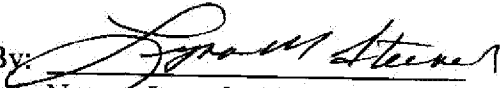
By: 

Name: Philip J. Ragona

Title: Senior Vice President, General
Counsel and Secretary

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: 

Name: Lynn M. Steiner

Title: Vice President

Schedule 1

Mark	Status	App. No.	Filing Date	Registration No.	Registration Date
IPAYMENT and Design	Registered	77748825	6/1/09	3733920	1/5/10
CAMBRIDGE PAYMENT SYSTEMS	Registered	77034856	11/2/06	3497619	9/9/08
CARDSYNC	Registered	77894475	12/16/09	3998975	7/19/11
[design]	Registered	76495443	3/6/03	2871023	8/10/04
[design]	Registered	76494937	3/6/03	2810233	2/3/04
DRIVING EPROGRESS	Registered	76060234	5/31/00	2938442	4/5/05
IACCESS	Registered	85337536	6/3/11	4231618	10/23/12
IACCOUNTING	Registered	85378911	7/22/11	4155979	6/5/12
IADVANTAGE	Registered	85361478	7/1/11	4302116	3/12/13
IADVANTAGE	Registered	85361470	7/1/11	4269046	1/1/13
IADVANTAGE	Registered	85361468	7/1/11	4269045	1/1/13
IBUY	Registered	85361489	7/1/11	4280415	1/22/13
IEMPLOYEE	Registered	85701077	8/10/12	4307020	3/19/13
IFILESAFE	Registered	85361493	7/1/11	4165785	6/26/12
IHOMEPAGE	Registered	85361991	7/1/11	4155968	6/5/12
ILEGAL	Registered	85606478	4/24/12	4306982	3/19/13
IPAYMENT	Registered	85882717	3/21/13	4509361	4/8/14
ONLINE APP	Registered	75924495	2/22/00	2619094	9/10/02
QUICKCOMMERCE	Registered	75897431	1/18/00	2454967	5/29/01
WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	Registered	85602976	4/19/12	4280821	1/22/13
WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	Registered	85602973	4/19/12	4310569	3/26/13
WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	Registered	85602982	4/19/12	4280822	1/22/13