TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Data Corporation		03/03/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86397286	
Serial Number:	86645353	
Registration Number:	4617973	DITCH THE PLASTIC
Registration Number:	4673150	GYFT
Registration Number:	4423245	GYFT
Registration Number:	4594621	GYFT
Serial Number:	86740882	ACCESSONE
Serial Number:	86488017	BUSINESS NEEDS ANALYSIS
Serial Number:	86337849	PAYEEZY
Serial Number:	86310893	INSIGHTICS
Serial Number:	86357928	MARKETNOW
Serial Number:	86352380	INTELIREPORTS
Serial Number:	86347133	AUTOMANAGER
Registration Number:	4692501	REDEEMIQ
Serial Number:	86327154	PAYLUCKY
Registration Number:	4580154	PROMOPROTECT
Serial Number:	86412003	
Registration Number:	2157499	REMITCO

CH $465.00 86397286

CORRESPONDENCE DATA

Fax Number: 2026373593

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: 202-383-0100

Email: eteas@sutherland.com

Correspondent Name: J Johnson-Sutherland Asbill & Brennan

Address Line 1: 700 Sixth Street, NW, Suite 700

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	34250-1613
NAME OF SUBMITTER:	James H. Johnson, Jr.
SIGNATURE:	/James H. Johnson, Jr./
DATE SIGNED:	03/22/2016

Total Attachments: 5

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of March 3, 2016, (the "Supplemental Trademark Security Agreement") among First Data Corporation a Delaware corporation (the "Issuer"), each subsidiary of the Issuer listed on Annex A thereto (each such subsidiary individually a "Subsidiary Grantor") and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Issuer are referred to collectively herein as the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are a party to a Security Agreement dated as of September 24, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are executing and delivering this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantors:

(a) Trademarks of the Grantors listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

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

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental 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 Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

TRADEMARK
REEL: 005755 FRAME: 0145

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Trademark Security Agreement to be duly executed and delivered by its duly authorized officer or other representative as of the day and year first above written.

CLOVER NETWORK, INC., as Grantor

By: _____
Name: Theresa Latham
Title: Assistant Secretary

FIRST DATA CORPORATION, as Grantor

By: _____
Name: Theresa Latham
Title: Assistant Secretary

GYFT, INC., as Grantor

By: _____
Name: Theresa Latham
Title: Assistant Secretary

REMITCO LLC, as Grantor

By: _____
Name: Theresa Latham
Title: Assistant Secretary

TRADEMARK
REEL: 005755 FRAME: 0146

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____
Name: BILL O'DALY
Title: AUTHORIZED SIGNATORY

By: _____
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

[Signature Page to Supplemental Trademark Security Agreement]

SCHEDULE I

UNITED STATES TRADEMARKS:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Clover Network, Inc.	DESIGN ONLY	86397286 09/17/2014	
2.	Clover Network, Inc.	DESIGN ONLY	86645353 05/29/2015	
3.	Gyft, Inc.	DITCH THE PLASTIC	85662349 06/26/2012	4617973 10/07/2014
4.	Gyft, Inc.	GYFT	85662320 06/26/2012	4673150 01/13/2015
5.	Gyft, Inc.	GYFT	85553731 02/27/2012	4423245 10/22/2013
6.	Gyft, Inc.	GYFT	85982045 06/26/2012	4594621 08/26/2014
7.	First Data Corporation	ACCESSONE	86740882 08/28/2015	
8.	First Data Corporation	BUSINESS NEEDS ANALYSIS	86488017 12/22/2014	
9.	First Data Corporation	PAYEEZY	86337849 07/15/2014	4852159 11/10/2015
10.	First Data Corporation	INSIGHTICS	86310893 06/16/2014	4847058 11/03/2015
11.	First Data Corporation	MARKETNOW	86357928 08/05/2014	4806806 09/08/2015
12.	First Data Corporation	INTELIREPORTS	86352380 07/30/2014	4798162 08/25/2015
13.	First Data Corporation	AUTOMANAGER	86347133 07/24/2014	4762149 06/23/2015
14.	First Data Corporation	REDEEMIQ	86346829 07/24/2014	4692501 02/24/2015
15.	First Data Corporation	PAYLUCKY	86327154 07/02/2014	4778770 07/21/2015
16.	First Data Corporation	PROMOPROTECT	86174895 01/24/2014	4580154 08/05/2014
17.	Clover Network, Inc.	DESIGN ONLY	86/412,003 10/1/2014	4906374 2/23/2016
18.	Remitco LLC	REMITCO	75/138790 7/23/1996	2157499 5/12/1998