

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Trademark Security Agreement (Releases RF 5400-0771)
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		04/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TRANSFIRST, LLC
Street Address:	12202 AIRPORT WAY
Internal Address:	SUITE 100
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2735323	
Registration Number:	4463562	PROCESSNOW
Registration Number:	4072267	TRANSACTION CENTRAL
Registration Number:	4248378	TRANSACTION EXPRESS
Registration Number:	4207907	TRANSACTION EXPRESS
Registration Number:	2640830	TRANSFIRST
Registration Number:	2911244	TRANSFIRST EPAYMENT SERVICES
Registration Number:	2908835	TRANSFIRST EPAYMENT SERVICES
Registration Number:	4188792	TRANSFREEDOM

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

OP \$240.00 2735323

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038507-0418

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 04/01/2016

Total Attachments: 5

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RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Release") is dated as of April 1, 2016 by Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent"), in favor of TransFirst Group, Inc. formerly known as TransFirst Holdings, Inc., TransFirst, LLC, ME Acquisition, LLC and TransFirst Association Sales, LLC (collectively, the "Pledgors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Pledgors, together with certain other pledgors thereto, and the Collateral Agent entered into that certain Second Lien Security Agreement, dated as of November 12, 2014 (the "Security Agreement"), pursuant to which Pledgors executed and delivered to the Collateral Agent that certain Second Lien Trademark Security Agreement, dated as of November 12, 2014 (the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 13, 2014 at reel/frame 5400/0771 for TransFirst, LLC, at reel/frame 5400/0713 for TransFirst Association Sales, LLC, at reel/frame 5400/0665 for ME Acquisition, LLC and at reel/frame 5400/0640 for TransFirst Holdings, Inc. (now known as TransFirst Group, Inc.);

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Pledgors granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Pledgors' right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

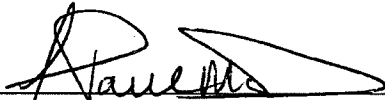
The term "Trademark Collateral," as used herein, shall mean

- (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.

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Pledgors any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

[Signature page to Release of Second Lien Trademark Security Agreement]




TRADEMARK
REEL: 005763 FRAME: 0929

Schedule 1

to

RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Applications:

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
ELAPP 	85387525 8/2/2011	4114695 3/20/2012	REGISTERED	TransFirst Holdings, Inc.
ELAPP	77717887 4/20/2009	3751494 2/23/2010	REGISTERED	TransFirst Holdings, Inc.
FIRST IN SECURE ELECTRONIC PAYMENTS	77284298 9/20/2007	3573527 2/10/2009	REGISTERED	TransFirst Holdings, Inc.
PAYFOX 	85040027 5/17/2010	3975849 6/7/2011	REGISTERED	TransFirst Holdings, Inc.
PAYFOX	85030724 5/5/2010	3975823 6/7/2011	REGISTERED	TransFirst Holdings, Inc.
TRANSFIRST FIRST IN SECURE ELECTRONIC PAYMENTS 	77284292 9/20/2007	3573526 2/10/2009	REGISTERED	TransFirst Holdings, Inc.
TRANSFIRST MERCHANT SERVICES	78552621 1/24/2005	3604316 4/7/2009	REGISTERED	TransFirst Holdings, Inc.
TRANSGUARD	77741865 5/21/2009	3708686 11/10/2009	REGISTERED	TransFirst Holdings, Inc.

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
Design Only 	76243418 4/18/2001	2735323 7/8/2003	REGISTERED	TransFirst, LLC
PROCESSNOW	85692991 8/1/2012	4463562 1/7/2014	REGISTERED	TransFirst, LLC
SOLVERAS	85075332 6/30/2010	4050277 11/1/2011	REGISTERED	TransFirst Association Sales, LLC
SOLVERAS SMARTPAY	85075339 6/30/2010	4050278 11/1/2011	REGISTERED	TransFirst Association Sales, LLC
TRANSACTION CENTRAL	76688766 4/21/2008	4072267 12/20/2011	REGISTERED	TransFirst, LLC
TRANSACTION EXPRESS 	85335586 6/1/2011	4248378 11/27/2012	REGISTERED	TransFirst, LLC
TRANSACTION EXPRESS	85294517 4/13/2011	4207907 9/11/2012	REGISTERED	TransFirst, LLC
TRANSFIRST	76243419 4/18/2001	2640830 10/22/2002	REGISTERED	TransFirst, LLC
TRANSFIRST EPAYMENT SERVICES 	78343700 12/19/2003	2911244 12/14/2004	REGISTERED	TransFirst, LLC
TRANSFIRST EPAYMENT SERVICES	78343699 12/19/2003	2908835 12/7/2004	REGISTERED	TransFirst, LLC
TRANSFREEDOM	85195654 12/10/2010	4188792 8/14/2012	REGISTERED	TransFirst, LLC
MERCHANT-FLO	85725283 9/10/2012	4338072 5/21/2013	REGISTERED	ME Acquisition, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
MERCHANT-FLO (design)	85/864,794		PENDING ¹	ME Acquisition, LLC
MERCHANT ACCOUNTS EXPRESS	76619732 11/8/2004	3052667 1/31/2006	REGISTERED	ME Acquisition, LLC
MERCHANT EXPRESS	76618879 11/2/2004	3254401 6/26/2007	REGISTERED	ME Acquisition, LLC

Foreign Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Country
TRANSFIRST		684576	Registered	Community Trademark
TRANSFIRST		1173126	Registered	Mexico
TRANSFIRST FIRST IN SECURE ELECTRONIC PAYMENTS		684576	Registered	Community Trademark
TRANSFIRST FIRST IN SECURE ELECTRONIC PAYMENTS Y DISEÑO		1067717	Registered	Mexico

¹ This was an Intent to Use application at the time of the security agreement, thus the security agreement was not filed against this application.