

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST DATA CORPORATION		02/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	45 BROADWAY, 14th FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87191509	DYNAMIC REWARDS	
Serial Number:	87219944	SOLUTIONBUILDER	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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>			
Phone:	404-853-8000		
Email:	ETEAS@SUTHERLAND.COM		
Correspondent Name:	J. Johnson, Jr. EVERSHEDES SUTHERLAND		
Address Line 1:	999 PEACHTREE STREET NE		
Address Line 4:	ATLANTA, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	34250-1613		
NAME OF SUBMITTER:	James H. Johnson, Jr.		
SIGNATURE:	/James H. Johnson, Jr./		
DATE SIGNED:	02/15/2017		
Total Attachments: 5			
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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of Feb. 14, 2017, (the "Supplemental Trademark Security Agreement") among First Data Corporation, a Delaware corporation (the "Issuer"), each subsidiary of the Issuer listed on the signature pages hereto (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 Wells Fargo Bank, National Association, as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are a party to an Amended and Restated Security Agreement dated as of November 25, 2015 (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.

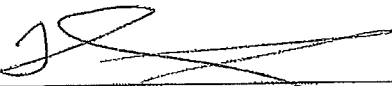
SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

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]

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.

FIRST DATA CORPORATION, as Grantor

By: 
Name: Theresa Lathan
Title: Assistant Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

SCHEDULE I

UNITED STATES TRADEMARKS:

Trademark	Owner Name	Application#	Filing Date
DYNAMIC REWARDS	First Data Corporation	87191509	03-Oct-2016
SOLUTION BUILDER	First Data Corporation	87219944	28-Oct-2016