

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Manhattan Consulting Group, LLC		03/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4632850	BUSINESS FINANCIAL INSIGHTS	
Registration Number:	4541502	CONSUMER FINANCIAL INSIGHTS	
Registration Number:	3497895	FINANCIAL PERSONALITIES	
Registration Number:	3211373	FINANCIAL PERSONALITY	
Registration Number:	2652870	FINANCIAL PERSONALITY	
Registration Number:	4078308	HOUSEHOLD DEPOSITS SCORE	
Registration Number:	4228059	INVESTABLE ASSETS SCORE	
Registration Number:	4377913	INVESTMENT BALANCES SCORE	
Registration Number:	4078310	MORTGAGE REFINANCE SCORE	
Registration Number:	4228060	NET ASSETS SCORE	
Serial Number:	86964751	CONSUMERSPEND	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		

CH \$290.00 4632850

Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36960

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 03/29/2017

Total Attachments: 4

source=Confirmatory Grant - FMCG Trademarks (Executed)#page1.tif

source=Confirmatory Grant - FMCG Trademarks (Executed)#page2.tif

source=Confirmatory Grant - FMCG Trademarks (Executed)#page3.tif

source=Confirmatory Grant - FMCG Trademarks (Executed)#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of March 29, 2017 by and from FIRST MANHATTAN CONSULTING GROUP, LLC, a Delaware limited liability company ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, DELUXE CORPORATION, a Minnesota corporation ("Parent"), the Lenders and Grantee have entered into a Credit Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of Parent have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty").

WHEREAS, Grantor has entered into a joinder to the Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver

to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.


(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

FIRST MANHATTAN CONSULTING GROUP,
LLC

By: 
Name:
Title:

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

EXHIBIT A

SCHEDULE OF TRADEMARKS

Mark	App. No/ App. Date	Reg. No./ Reg. Date
BUSINESS FINANCIAL INSIGHTS	85711425 23-AUG-2012	4632850 04-NOV-2014
CONSUMER FINANCIAL INSIGHTS	85704674 15-AUG-2012	4541502 03-JUN-2014
FINANCIAL PERSONALITIES	77226626 11-JUL-2007	3497895 09-SEP-2008
FINANCIAL PERSONALITY	78875583 03-MAY-2006	3211373 20-FEB-2007
FINANCIAL PERSONALITY	76219414 02-MAR-2001	2652870 19-NOV-2002
HOUSEHOLD DEPOSITS SCORE	85110647 18-AUG-2010	4078308 27-DEC-2011
INVESTABLE ASSETS SCORE	85456078 25-OCT-2011	4228059 16-OCT-2012
INVESTMENT BALANCES SCORE	85722511 06-SEP-2012	4377913 30-JUL-2013
MORTGAGE REFINANCE SCORE	85130547 15-SEP-2010	4078310 27-DEC-2011
NET ASSETS SCORE	85457988 27-OCT-2011	4228060 16-OCT-2012
CONSUMERSPEND	86964751 05-APR-2016	