

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Assignment of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Resigning Agent		09/21/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Successor Agent
Street Address:	1300 Thames Street - 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3481501	JEANIE
Registration Number:	3464161	SPRINGBOK SERVICES
Registration Number:	3410601	SPRINGBOK SERVICES
Registration Number:	3299623	SPRINGBOK
Registration Number:	3299622	SPRINGBOK
Registration Number:	3281504	EMPLOYEE GIFT GIVING MADE EASY
Registration Number:	2733728	CMC
Registration Number:	2646000	SKIPJACK
Registration Number:	2626436	PREMIER ISSUE
Registration Number:	2417652	SKIPJACK
Registration Number:	1712167	JEANIE
Registration Number:	1120703	JEANIE
Registration Number:	3295429	AGILE, SECURE & POWERFUL PREPAID SOLUTIO
Registration Number:	3299714	AGILE, SECURE & POWERFUL PREPAID SOLUTIO
Registration Number:	3435030	CASH REWARDS2U
Registration Number:	3939459	DESIGN IT! PHOTOCARD
Registration Number:	4059616	DESIGN IT! STUDIO
Registration Number:	4082599	E-SIMILATE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3404392	EMPOWERING YOUR MISSION
Registration Number:	2697114	GOTOMYCARD
Registration Number:	2813446	GOTOMYCARD.COM
Registration Number:	4095694	MEMBER MILES
Registration Number:	4117485	MEMBER MILES
Registration Number:	4076337	OMNISHIELD
Registration Number:	4073249	OMNISHIELD
Registration Number:	3393112	PAYMENT SERVICES. SIMPLY DELIVERED.
Registration Number:	4114100	PAYTALLY
Registration Number:	3299624	POWERING PREPAID
Registration Number:	3464162	POWERING PREPAID
Registration Number:	3295497	PROKNOW
Registration Number:	2908571	REWARDS 2U
Registration Number:	3545053	SCOREWORKS
Registration Number:	2225054	TNB CARD SERVICES
Registration Number:	4191540	VANTIV
Registration Number:	4203053	VANTIV
Registration Number:	4210859	VANTIV
Registration Number:	4210860	VANTIV
Registration Number:	2618794	VIP ACCESS
Registration Number:	2699370	VIP CARDEX
Registration Number:	3749842	VIP CARDSTATION
Registration Number:	2699410	VIP EXCHANGE
Registration Number:	2676303	VIP PAY
Registration Number:	3400822	VIP PORTFOLIO PRO
Registration Number:	2768606	VIP REPORTS
Registration Number:	2714989	VIP SOLUTIONS
Registration Number:	4059848	
Registration Number:	4059850	
Serial Number:	85241792	VANTIV
Serial Number:	77057047	BENEFITS2U
Serial Number:	85529445	
Serial Number:	85913548	EXPECT MORE
Serial Number:	85905826	PAYFAC
Serial Number:	85905825	VEST

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042742-0096
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	10/11/2017

Total Attachments: 10

source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page1.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page2.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page3.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page4.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page5.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page6.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page7.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page8.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page9.tif
source=Vantiv - Notice of Assignment of Security Interest in Trademark Collateral-Vanti#page10.tif

**NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

Reference is made to (i) that certain Loan Agreement, dated as of May 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among VANTIV, LLC (the "Debtor"), JPMORGAN CHASE BANK, N.A. ("JPMorgan Chase") acting as collateral agent (the "Agent") and as administrative agent, and certain other parties named therein; (ii) that certain Security Agreement, dated as of May 15, 2013, among Debtor, Agent and the other debtors party thereto (as the same may be amended, restated, amended and restated or otherwise modified from time to time, the "Security Agreement"); and (iii) that certain Trademark Collateral Agreement, dated as of May 15, 2013, by the Debtor in favor of the Agent (the "Trademark Collateral Agreement"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

WHEREAS, pursuant to the Trademark Collateral Agreement, which was recorded with the United States Patent and Trademark Office on May 30, 2013 at Reel/Frame 5037/0893, the Debtor assigned, mortgaged and pledged as collateral security and granted to the Agent for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and a right of set-off against, all right, title, and interest of such Debtor, whether then owned or existing or thereafter created, acquired or arising, in and to all of the following (collectively, the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application owned by the Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, JPMorgan Chase, as resigning Agent (the "Resigning Agent") and in other capacities, and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as successor Agent (the "Successor Agent") and in other capacities, are parties to that certain Resignation and Appointment Agreement, dated as of September 21, 2017 (the "Successor Agent Agreement"), pursuant to which JPMorgan Chase, resigned as Agent and from other capacities under the Loan Documents (as defined in the Credit Agreement), and appointed Morgan Stanley as the successor Agent and to other capacities under the Loan Documents, and the Debtor and the Required Lenders (as defined in the Credit Agreement) consented to the same; and

WHEREAS, the Resigning Agent and the Successor Agent have agreed to execute this Notice to evidence the transfer and assignment of the Resigning Agent's security interest in the Trademark Collateral for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The effective date of this Notice shall be September 21, 2017 (the "Effective Date").

Pursuant to the Successor Agent Agreement, as of the Effective Date, the Resigning Agent assigned to the Successor Agent the security interest granted to the Resigning Agent under the Security Agreement and the Trademark Collateral Agreement, and the Successor Agent assumed such security interest, for its benefit and for the benefit of the other Secured Parties.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Collateral Agreement to "Agent" is deemed to be a reference to Morgan Stanley, in its capacity as Successor Agent, (b) Morgan Stanley becomes vested with all of the rights, powers, duties, obligations and other interests of the Agent under the Security Agreement and the Trademark Collateral Agreement, and (c) JPMorgan Chase is discharged from its rights, powers, duties, obligations and other interests as Agent under the Security Agreement and the Trademark Collateral Agreement, except to the extent otherwise expressly provided in the Successor Agent Agreement.

This Notice is to provide notice of the assignment and other matters effected pursuant to the Successor Agent Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such matters are set forth in the Successor Agent Agreement.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

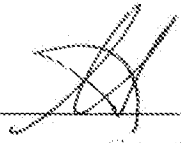
IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as Resigning Agent

By: _____

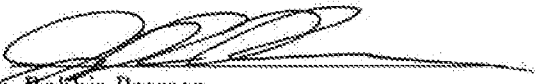
Name:

Title:




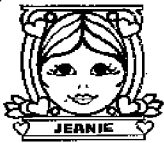
Nicholas Girton-Beer
Vice President


**MORGAN STANLEY SENIOR FUNDING,
INC.,**
as Successor Agent

By: 
Name: Robbie Pearson
Title: Authorized Signatory

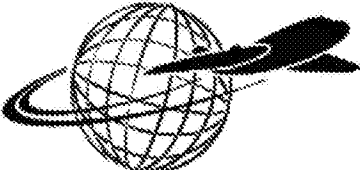
SCHEDULE A

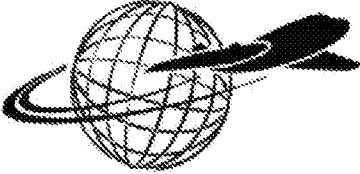
Title	Reg. No./ App. No.
 JEANIE	3481501
 SPRINGBOK SERVICES	3464161
 SPRINGBOK SERVICES	3410601
SPRINGBOK SPRINGBOK	3299623
SPRINGBOK SPRINGBOK	3299622
EMPLOYEE GIFT GIVING MADE EASY EMPLOYEE GIFT GIVING MADE EASY	3281504

Title	Reg. No./ App. No.
 <p>CMC</p>	2733728
SKIPIACK	2646000
PREMIER ISSUE	2626436
SKIPIACK	2417652
JEANIE	1712167
 <p>JEANIE</p>	1120703
<p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p> <p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p>	3295429
<p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p> <p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p>	3299714
<p>CASH REWARDS2U</p> <p>CASH REWARDS2U</p>	3435030
<p>DESIGN IT! PHOTOCARD</p> <p>DESIGN IT! PHOTOCARD</p>	3939459

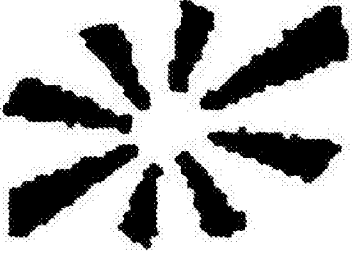
Title	Reg. No./ App. No.
 <p>DESIGN IT! STUDIO</p>	4059616
<p>E-SIMILATE</p> <p>E-SIMILATE</p>	4082599
<p>EMPOWERING YOUR MISSION</p> <p>EMPOWERING YOUR MISSION</p>	3404392
<p>GOTOMYCARD</p>	2697114
<p>GOTOMYCARD.COM</p>	2813446
 <p>MEMBER MILES</p>	4095694
<p>MEMBER MILES</p>	4117485
<p>OMNISHIELD</p> <p>OMNISHIELD</p>	4076337
<p>OMNISHIELD</p>	4073249
<p>PAYMENT SERVICES. SIMPLY DELIVERED.</p> <p>PAYMENT SERVICES. SIMPLY DELIVERED.</p>	3393112
<p>PAYTALLY</p>	4114100

Title	Reg. No./ App. No.
POWERING PREPAID	3299624
POWERING PREPAID POWERING PREPAID	3464162
PROKNOW PROKNOW	3295497
REWARDS 2U	2908571
SCOREWORKS SCOREWORKS	3545053
 TNB CARD SERVICES	2225054
VANTIV VANTIV	4191540
VANTIV VANTIV	4203053
VANTIV VANTIV	4210859

Title	Reg. No./ App. No.
<p style="text-align: center;">VANTIV</p> <p>VANTIV</p>	4210860
<p style="text-align: center;">VANTIV</p> <p>VANTIV</p>	85241792
VIP ACCESS	2618794
VIP CARDEX	2699370
<p style="text-align: center;">VIP CARDSTATION</p> <p>VIP CARDSTATION</p>	3749842
VIP EXCHANGE	2699410
VIP PAY	2676303
<p style="text-align: center;">VIP PORTFOLIO PRO</p> <p>VIP PORTFOLIO PRO</p>	3400822
VIP REPORTS	2768606
VIP SOLUTIONS	2714989
 <p>DESIGN ONLY (THE MARK CONSISTS OF A GLOBE MADE UP OF A GRID WITH AN AIRPLANE CIRCLING IT COMING FROM THE LEFT HAND SIDE OF THE GLOBE TO THE RIGHT IN AN UPWARD MOTION FOLLOWED BY PARALLEL MOTION MARKS.)</p>	4059848

Title	Reg. No./ App. No.
 <p>DESIGN ONLY (THE MARK CONSISTS OF A GLOBE MADE UP OF A GRID WITH AN AIRPLANE CIRCLING IT COMING FROM THE LEFT HAND SIDE OF THE GLOBE TO THE RIGHT IN AN UPWARD MOTION FOLLOWED BY PARALLEL MOTION MARKS.)</p>	4059850

Trademark Applications:

Title	Reg. No./ App. No.
BENEFITS2U	77057047
 <p>DESIGN ONLY (THE MARK CONSISTS OF EIGHT RECTANGLES FORMING A STAR.)</p>	85529445
EXPECT MORE	85913548
PAYFAC	85905826
VEST	85905825