

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

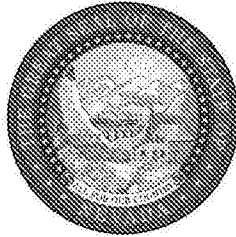
ETAS ID: TM494301

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Element Payment Services, Inc.		01/05/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vantiv Integrated Payments Solutions, Inc.		
<b>Street Address:</b>	8500 Governors Hill Drive		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4228854	CARDSENSE	
<b>Registration Number:</b>	4528032	ELEMENT PAYMENT SERVICES	
<b>Registration Number:</b>	4617324	PAYMENTS2GO	
<b>Registration Number:</b>	4079452	TRANSFORM	
<b>Registration Number:</b>	4500557	TRIPOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5139290303		
<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>			
<b>Phone:</b>	513-929-3413		
<b>Email:</b>	tnoel@bakerlaw.com		
<b>Correspondent Name:</b>	John M. Mueller		
<b>Address Line 1:</b>	312 Walnut Street		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	John M. Mueller		
<b>SIGNATURE:</b>	/John M. Mueller/		
<b>DATE SIGNED:</b>	10/17/2018		
<b>Total Attachments: 7</b>			
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CH \$140.00 4228854

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STATE OF NEVADA



BARBARA K. CEGAVSKE  
Secretary of State

JEFFERY LANDERFELT  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

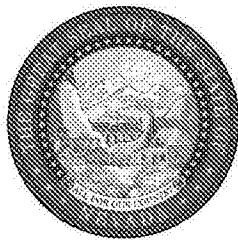
**Certified Copy**

January 5, 2016

**Job Number:** C20160105-1852  
**Reference Number:**  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20160003931-75	Amendment	1 Pages/1 Copies



Respectfully,

Handwritten signature of Barbara K. Cegavske in cursive.

BARBARA K. CEGAVSKE  
Secretary of State

Certified By: Sandy Edwards  
Certificate Number: C20160105-1852  
You may verify this certificate  
online at <http://www.nvsos.gov/>

**Commercial Recording Division**  
202 N. Carson Street  
Carson City, Nevada 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-7138

**TRADEMARK**  
**REEL: 006459 FRAME: 0022**



\*090204\*



**BARBARA K. CEGAVSKE**  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20160003931-75</b>
	Filing Date and Time <b>01/05/2016 12:25 PM</b>
	Entity Number <b>C13655-2003</b>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

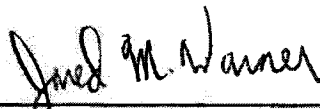
**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

- Name of corporation:  
Element Payment Services, Inc.
- The articles have been amended as follows: (provide article numbers, if available)  
Article 1. The name of the corporation is Vantiv Integrated Payments Solutions, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation\* have voted in favor of the amendment is: 83,146

4. Effective date and time of filing: (optional)      Date:                                      Time:  
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

**X**   
\_\_\_\_\_  
Signature of Officer

\*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Amend Profit-After  
Revised: 1-5-15

**TRADEMARK**  
**REEL: 006459 FRAME: 0023**

**SECOND AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**ELEMENT PAYMENT SERVICES, INC.**  
**As of November 16, 2011**

Pursuant to Section 78.403 of the Nevada Revised Statutes, the Articles of Incorporation of ELEMENT PAYMENT SERVICES, INC., a Nevada corporation, are amended and restated in their entirety as set forth below:

1. Name. The name of the corporation (the "Corporation") is "Element Payment Services, Inc."
2. Purpose. The purpose for which this Corporation is organized are as follows: to engage in any lawful act or activity for which a corporation may be organized under the general corporation laws of Nevada.
3. Authorized Capital. The Corporation has the authority to issue the following two classes of common stock: (a) Voting Common Stock, and (b) Non-Voting Common Stock. The Corporation is authorized to issue 200,000,000 shares of Voting Common Stock, par value \$.01 per share and 100,000,000 shares of Non-Voting Common Stock, par value \$.01 per share. The Voting Common Stock and the Non-Voting Common Stock have the same rights, preferences, privileges, and restrictions, except as set forth in these Amended and Restated Articles of Incorporation.
4. Voting Rights. Each share of Voting Common Stock is entitled to one vote. The shares of Non-Voting Common Stock do not have any voting rights. If a vote of Non-Voting Common Stock is required or permitted as a matter of law, then the voting rights of each share of Non-Voting Common Stock will be equal to 1/1,000 of the voting rights of each share of Voting Common Stock and the Non-Voting Common Stock shall vote together with the Voting Common Stock as a single class and not a separate class.
5. Liability. To the fullest extent permitted by Chapter 78 of the Nevada Revised Statutes as the same exists or may hereafter be amended, an officer or director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages.
6. Indemnification.
  - a. Right to Indemnification. Subject to the terms and conditions of this Section 6, each officer or director of the Corporation who was or is made a party or witness or is threatened to be made a party or witness to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative

or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of that proceeding is alleged action or inaction in an official capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Nevada Revised Statutes, as the same exists or may hereafter be amended (but, in the case of any amendment, only to the extent that the amendment permits the Corporation to provide broader indemnification rights than the law permitted the Corporation to provide prior to that amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by the indemnitee in connection therewith. This indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Notwithstanding the foregoing, however, except as provided in Section 6 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any indemnitee in connection with a proceeding (or part thereof) initiated by the indemnitee only if the proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking in the form then required by the law (if any), by or on behalf of the indemnitee, with respect to the repayment of amounts so advanced (hereinafter an "undertaking").

b. Right of Indemnitee to Bring Suit. If a claim under Section 6.a is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expenses of prosecuting or defending that suit. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met the applicable standard of conduct set forth in the law. In any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be required to repay those expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the law. The failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of a suit that indemnification of the indemnitee in that suit is proper in the circumstances,

because the indemnitee has met the applicable standard of conduct set forth in the law, or an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the indemnitee has not met that applicable standard of conduct, shall not create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of a suit brought by the indemnitee, be a defense to that suit. In any suit brought by the indemnitee to enforce a right hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to an advancement of expenses under this Section or otherwise shall be on the Corporation.

c. Specific Limitations on Indemnification. Notwithstanding anything in this Section to the contrary, the Corporation shall not be obligated to make any payment to any indemnitee with respect to any proceeding (i) to the extent that payment is actually made to the indemnitee under any insurance policy, or is made to indemnitee by the Corporation or an affiliate thereof otherwise than pursuant to this Section, (ii) for any expense, liability or loss in connection with a proceeding settled without the Corporation's written consent, which consent, however, shall not be unreasonably withheld, (iii) for an accounting of profits made from the purchase or sale by the indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any state statutory or common law, or (iv) where prohibited by applicable law.

d. Contract. The provisions of this Section shall be deemed to be a contract between the Corporation and each director and officer who serves in that capacity at any time while this Section is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter based in whole or in part upon any such state of facts.

e. Partial Indemnity. If the indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of the expenses, liabilities or losses incurred in connection with a proceeding, but not, however, for all of the total amount thereof, the Corporation shall nevertheless indemnify the indemnitee for the portion thereof to which the indemnitee is entitled. Moreover, notwithstanding any other provision of this Section, to the extent that the indemnitee has been successful on the merits or otherwise in defense of any or all claims relating in whole or in part to a proceeding or in defense of any issue or matter therein, including dismissal without prejudice, the indemnitee shall be indemnified against all loss, expense and liability incurred in connection with the portion of the proceeding with respect to which indemnitee was successful on the merits or otherwise.

f. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

g. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify that person against that expense, liability or loss under the law.

h. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section with respect to the indemnification and advancement of expenses of directors and officers of the Corporation, or to a lesser extent as may be determined by the Board of Directors.

i. Notice by Indemnitee and Defense of Claim. The indemnitee shall promptly notify the Corporation in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any matter, whether civil, criminal, administrative or investigative but the omission so to notify the Corporation will not relieve it from any liability which it may have to the indemnitee if that omission does not prejudice the Corporation's rights. If the omission does prejudice the Corporation's rights, the Corporation will be relieved from liability only to the extent of that prejudice; nor will that omission relieve the Corporation from any liability which it may have to the indemnitee otherwise than under these Sections. With respect to any proceedings as to which the indemnitee notifies the Corporation of the commencement thereof:

(1) The Corporation will be entitled to participate therein at its own expense; and

(2) The Corporation will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the indemnitee; provided, however, that the Corporation shall not be entitled to assume the defense of any proceeding (and this Section 5.9 shall be inapplicable to that proceeding) if the indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the indemnitee with respect to that proceeding. After notice from the Corporation to the indemnitee of its election to assume the defense thereof, the Corporation will not be liable to the indemnitee under this Section for any expenses subsequently incurred by the indemnitee in connection with the defense thereof, other than reasonable costs of investigation or as otherwise provided below. The indemnitee shall have the right to employ its own counsel in those proceeding but the fees and expenses of that counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the indemnitee unless:

(a) The employment of counsel by the indemnitee has been authorized by the Corporation in writing; or



(b) The Corporation shall not have employed counsel to assume the defense in the proceeding or shall not have assumed that defense and be acting in connection therewith with reasonable diligence; in each of which cases the fees and expenses of that counsel shall be at the expense of the Corporation. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on the indemnitee without the indemnitee's written consent; provided, however, that the indemnitee will not unreasonably withhold his or her consent to any proposed settlement.

The vote by which the stockholders holding shares in the Corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 927,367 shares.

Dated: November 16, 2011

**Element Payment Services, Inc.**

By: 

Name: Sean Kramer

Title: President & CEO