

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visa International Service Association		02/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Visa U.S.A., Inc.		
Street Address:	123 Mission Street, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105-1551		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1816384	POS-PORT	
Registration Number:	1818572	POS-PORT	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 881-7000		
Email:	kwallace@alston.com		
Correspondent Name:	Katherine Wallace		
Address Line 1:	1201 W. Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
NAME OF SUBMITTER:	Katherine Wallace		
Signature:	/Katherine Wallace/		
Date:	04/01/2005		

OP \$65.00 1816384

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is entered into by and between Visa International Service Association, a Delaware corporation ("Assignor"), and Visa U.S.A. Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and the registrations thereof with the U. S. Patent and Trademark Office listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, in connection with that certain Purchase Agreement dated as of January 18, 2005, by and among Visa U.S.A., Inc., Assignee, Merchant Processing Holdings, Inc. and Total System Services, Inc., Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of, the Trademarks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademarks. Effective as of the date executed by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; and (iii) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks.

2. Further Assurances. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.

3. Warranties. Assignor represents and warrants that Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademarks, including the right to use the Trademarks. Other than the warranties listed in this Section, THE TRADEMARKS ARE ASSIGNED ON AN "AS IS," "WHERE IS," BASIS, "WITH ALL FAULTS" KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRADEMARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. Responsibilities of Assignee. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of California.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.


✱

7. Entire Agreement. This Assignment constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties.

[signatures on following pages]

Executed this 28th day of February, 2005.

Assignor: VISA INTERNATIONAL SERVICE ASSOCIATION

By: 
Name: Guy Rounsaville
Title: Executive Vice President & General Counsel

STATE OF California
COUNTY OF San Mateo

On this 28th day of February, 2005, before me, a Notary Public in and for the State and County
foresaid, personally appeared Guy Rounsaville, Jr known by me to be the person
above named and an officer of Visa International Service Association, duly authorized to execute
this Assignment Agreement on behalf of Visa International Service Association, who signed and
executed the foregoing instrument on behalf of Visa International Service Association.

Notary Public My Commission Expires: March 6, 2008

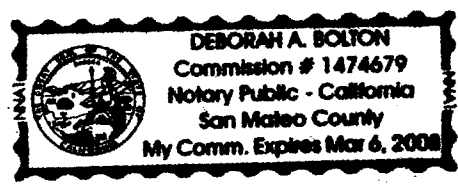
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo } ss.

On February 28, 2005 before me, Deborah Bolton, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Guy Rounsaville, Jr
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Deborah A. Bolton
Signature of Notary Public

OPTIONAL

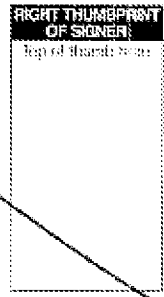
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Trademark Assignment Agreement
Document Date: Feb 28, 2005 Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



Acknowledged this 9th day of March, 2005.

Assignee: **VISA U.S.A., INC.**

By: R. Neil Williams
Name: RAYMOND NEIL WILLIAMS
Title: EMP & CEO

STATE OF California
COUNTY OF San Mateo

On this 9th day of March, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared Raymond Neil Williams known by me to be the person above named and an officer of Visa U.S.A. Inc., duly authorized to execute this Assignment Agreement on behalf of Visa U.S.A. Inc., who signed and executed the foregoing instrument on behalf of Visa U.S.A. Inc.

Notary Public My Commission Expires: January 31, 2006

Schedule A
TRADEMARKS

- 1 POS-PORT in International Class 9, U.S. Reg. No. 1816384
2. POS-PORT in International Class 36, U.S. Reg. No. 1818572

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 3007

State of California

County of San Mateo

On 3.9.05 before me, Cynthia L. Picetti, Notary Public

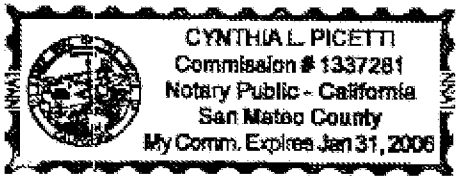
DATE

NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared Raymond Neil Williams

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia L. Picetti
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
EVP + CFO
TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (ES)
Raymond Neil Williams