

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Visa U.S.A., Inc.		03/01/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vital Processing Services L.L.C.		
<b>Street Address:</b>	8320 South Hardy Drive		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85284-2007		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2026961	POS-PARTNER	
Registration Number:	2048841	POS-PARTNER	
Registration Number:	1816384	POS-PORT	
Registration Number:	1818572	POS-PORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(678)420-9301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	678 420 9300		
<b>Email:</b>	tmdocketing@needlerosenberg.com		
<b>Correspondent Name:</b>	Nancy K. Gardner		
<b>Address Line 1:</b>	999 Peachtree Street		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3915		
<b>ATTORNEY DOCKET NUMBER:</b>	20182.3000		
<b>NAME OF SUBMITTER:</b>	Nancy K. Gardner		

**OP \$115.00 2026961**

Signature:	/Nancy K. Gardner/
Date:	01/25/2007
<b>Total Attachments: 7</b> source=TM Assignment Visa to Vital Processing Assignment#page1.tif source=TM Assignment Visa to Vital Processing Assignment#page2.tif source=TM Assignment Visa to Vital Processing Assignment#page3.tif source=TM Assignment Visa to Vital Processing Assignment#page4.tif source=TM Assignment Visa to Vital Processing Assignment#page5.tif source=TM Assignment Visa to Vital Processing Assignment#page6.tif source=TM Assignment Visa to Vital Processing Assignment#page7.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is entered into by and between Visa U.S.A., Inc., a Delaware corporation ("Assignor"), and Vital Processing Services L.L.C., a Delaware limited liability company ("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 Assignor, 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. Disclosures; Warranties. Assignor hereby discloses to Assignee that a third party, Upper Midwest Industries, owns a registration for "POS-PARTNER" in Class 9 for "cash drawers and replacement parts thereof," goods and services (Registration Number 2122778), and that Upper Midwest Industries' first use date thereof predates Assignor's filing date and first use date of the Trademarks. Assignor represents and warrants that Visa International Service Association assigned, transferred and conveyed all of Visa International's right, title and interest in and to the "POS-PORT" trademarks to Assignor on February 28, 2005, including without limitation, (i) the goodwill of the business symbolized by the "POS-PORT" trademarks; (ii) all registrations and applications for registration of the "POS-PORT" trademarks; and (iii) Visa International's right to sue for damages and other remedies against past, present and future infringement of the "POS-PORT" trademarks. 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. Assignor further represents and warrants that Assignor has disclosed to Assignee all information known to Assignor that is related to Assignor's right, title, and interest in and to the Trademarks, including without limitation the chain of title for 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 1st day of March, 2005.

Assignor: VISA U.S.A., INC.

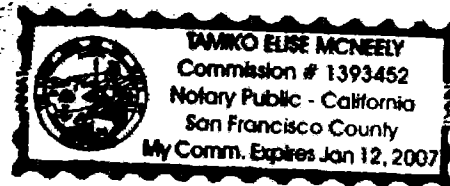
By: *Stanton R. Koppel*  
Name: STANTON R. KOPPEL  
Title: SVP & ASSISTANT GENERAL COUNSEL

STATE OF California  
COUNTY OF San Francisco

On this 1 day of March, 2005, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Stanton R. Koppel 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:

*X Tamko Elise McNeely*



Acknowledged this 1st day of March, 2005.

Assignee: VITAL PROCESSING SERVICES L.L.C.

By: [Signature]  
Name: HARRY E HASSEL MANN  
Title: EV

STATE OF ARIZONA  
COUNTY OF MARICOPA

On this 28th day of February, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared HARRY E. HASSELMANN JR. known by me to be the person above named and an officer of Vital Processing Services L.L.C., duly authorized to execute this Assignment Agreement on behalf of Vital Processing Services L.L.C., who signed and executed the foregoing instrument on behalf of Vital Processing Services L.L.C.

Notary Public My Commission Expires: 3/5/06



Notary Public State of Arizona  
Maricopa County  
Faye J Koger  
Expires March 05, 2006

Acknowledged this 1st day of March, 2005.


Assignee: VITAL PROCESSING SERVICES L.L.C.

By: [Signature]  
Name: HARRY E HOSSELMANN  
Title: EW

STATE OF Arizona  
COUNTY OF Maricopa

On this 28th day of February, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared Harry E. Hosseleman Jr. known by me to be the person above named and an officer of Vital Processing Services L.L.C., duly authorized to execute this Assignment Agreement on behalf of Vital Processing Services L.L.C., who signed and executed the foregoing instrument on behalf of Vital Processing Services L.L.C.

Notary Public My Commission Expires: 3/5/06

 Notary Public State of Arizona  
Maricopa County  
Faye J Koger  
Expires March 05, 2006

Acknowledged this 1st day of March, 2005.


Assignee: VITAL PROCESSING SERVICES L.L.C.

By: H E Hasselmann  
Name: HARRY E HASSELMANN  
Title: EV

STATE OF ARIZONA  
COUNTY OF MARICOPA

On this 29th day of February, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared Harry E. Hasselmann JR. known by me to be the person above named and an officer of Vital Processing Services L.L.C., duly authorized to execute this Assignment Agreement on behalf of Vital Processing Services L.L.C., who signed and executed the foregoing instrument on behalf of Vital Processing Services L.L.C.

Notary Public My Commission Expires: 3/5/06

 Notary Public State of Arizona  
Maricopa County  
Faye J Koger  
Expires March 05, 2006



Schedule A  
TRADEMARKS

1. POS- PARNTER in International Class 9, U.S. Reg. No. 2026961
2. POS-PARTNER in International Class 36, U.S. Reg. No. 2048841
3. POS-PORT in International Class 9, U.S. Reg. No. 1816384
4. POS-PORT in International Class 36, U.S. Reg. No. 1818572