

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NYCE Payments Network, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76568932	DEBITALERT
Registration Number:	3134070	N2
Registration Number:	1373041	NEW YORK CASH EXCHANGE
Registration Number:	1375051	NYCE
Registration Number:	2333108	NYCE
Registration Number:	1505133	NYCE
Registration Number:	1707197	NYCE
Registration Number:	2333109	NYCE
Serial Number:	76578585	SAFEDEBIT
Serial Number:	78544819	SAFEDEBIT
Registration Number:	3029744	SUM "BUDDY" NYCE
Registration Number:	2391336	SUM
Registration Number:	2960338	SUM BUDDY

OP \$340.00 76568932

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1326
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/09/2007

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 1, 2007 is made by NYCE PAYMENTS NETWORK, LLC, a Delaware limited liability company, located at 4900 West Brown Deer Road, Milwaukee, WI 53223 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among METAVANTE CORPORATION ("Borrower"), METAVANTE TECHNOLOGIES, INC. ("Holdings"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance when due of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

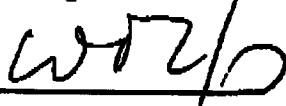
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this day of November, 2007.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **William P. Rindfuss**
Title: **Vice President**

[Signature Page - Short Form Trademark Agreement]






ADVANCED FINANCIAL SOLUTIONS, INC.
ADMINISOURCE COMMUNICATIONS, INC.
BRASFIELD TECHNOLOGY, LLC
ENDPOINT EXCHANGE LLC
GER SYSTEMS, INC.
KIRCHMAN CORPORATION
LINK2GOV CORP.
MBI BENEFITS, INC.
METAVANTE ACQUISITION COMPANY II LLC
METAVANTE OPERATIONS RESOURCES
CORPORATION
NYCE PAYMENTS NETWORK, LLC
PRIME ASSOCIATES, INC.
PRINTING FOR SYSTEMS, INC.
TREVV LLC
VALUTEC CARD SOLUTIONS, LLC
VECTORSQI, INC.
VICOR, INC.

By: 
Name: Herrie J. Daroga
Title: Secretary

[Signature Page - Sheet Form Trademark Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. (App.) No.	Issue (Filing) Date
DEBITALERT	(76/568,932)	(01/06/2004)
N2	3,134,070	08/22/2006
NEW YORK CASH EXCHANGE	1,373,041	11/26/1985
NYCE	1,375,051	12/10/1985
NYCE	2,333,108	03/21/2000
NYCE Design 	1,505,133	09/20/1988
NYCE Design 	1,707,197	08/11/1992
NYCE Design 	2,333,109	03/21/2000
SAFEDEBIT	(76/578,585)	(03/02/2004)
SAFEDEBIT	(78/544,819)	(01/10/2005)
SUM "BUDDY" NYCE and Design 	3,029,744	12/13/2005
SUM and Design 	2,391,336	10/03/2000
SUM BUDDY	2,960,338	06/07/2005

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