

## 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
Hostopia.com Inc.		02/08/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2510440	NEXTHAUS	
Registration Number:	2510441	SYNC SUITE	
Registration Number:	3631006	SYNCJE	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-36960		
NAME OF SUBMITTER:	Dusan Clark		

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Signature:	/Dusan Clark/
Date:	02/09/2012
Total Attachments: 4 source=Confirmatory Grant - Hostopia Trademarks - EXECUTION COPY#page1.tif source=Confirmatory Grant - Hostopia Trademarks - EXECUTION COPY#page2.tif source=Confirmatory Grant - Hostopia Trademarks - EXECUTION COPY#page3.tif source=Confirmatory Grant - Hostopia Trademarks - EXECUTION COPY#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of February 8, 2012 by and from HOSTOPIA.COM INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, DELUXE CORPORATION, a Minnesota corporation ("Parent"), the Lenders and Grantee have entered into a Credit Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of Parent have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty").

WHEREAS, Grantor, Parent and certain other Subsidiaries of Parent (collectively, the "Loan Parties") have entered into a Pledge and Security Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, as a condition to the amendment of the Credit Agreement pursuant to that certain Amendment No. 1 to Credit Agreement, dated as of the date hereof, among the Parent, the Grantee and the Lenders signatory thereto, the Loan Parties have entered into that certain Reaffirmation Agreement in order to, *inter alia*, reaffirm as of the date hereof the other Loan Documents to which the Loan Parties are party and the grants of liens and the guarantees provided thereunder.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

HOSTOPIA.COM INC.

By: [Signature]  
Name:  
Title:

STATE OF Minnesota  
Ramsey COUNTY )

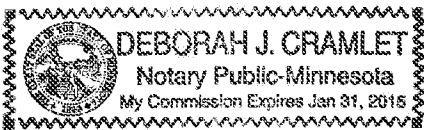
On February   , 2012, before me, Deborah J. Cramlet Notary Public, personally appeared Jeff L. Johnson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Deborah J. Cramlet

Notary Public, State of Minnesota

My Commission Expires: January 31, 2015



CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

EXHIBIT A

SCHEDULE OF TRADEMARKS

Registered Owner	Trademark	Appln. No.	Appln. Date	Regn. No.	Regn. Date
Hostopia.com Inc.	NEXTHAUS	76236252	04/03/2001	2510440	11/20/2001
Hostopia.com Inc.	SYNCSUITE	76236253	04/03/2001	2510441	11/20/2001
Hostopia.com Inc.	SYNCJE	77602284	10/28/2008	3631006	06/02/2009