

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT - FIRST PRIORITY LIEN
CONVEYING PARTY DATA	
Name	Execution Date
Fifth Third Processing Solutions, LLC	11/03/2010
RECEIVING PARTY DATA	
Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5649117
Patent Number:	5956700
Patent Number:	6996542
Patent Number:	7747462
Application Number:	09859615
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Marcela Robledo
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ATTORNEY DOCKET NUMBER:	033917/0002
NAME OF SUBMITTER:	J. Jason Mull

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**PATENT
 REEL: 025341 FRAME: 0214**

Total Attachments: 5

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PATENT COLLATERAL AGREEMENT

This November 3, 2010, FIFTH THIRD PROCESSING SOLUTIONS, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 38 Fountain Square Plaza, 11th Floor, Cincinnati, Ohio 45263, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to GOLDMAN SACHS LENDING PARTNERS LLC, a Delaware limited liability company (the "*Agent*"), with its mailing address at 200 West Street, New York, New York 10282, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Creditors a first priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date for the benefit of the Secured Creditors a continuing first priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) Each patent and patent application owned by the Debtor and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

THIS PATENT COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

FIFTH THIRD PROCESSING SOLUTIONS, LLC, a
Delaware limited liability company

By: 

Name: Mark Heimbouch
Title: Executive Officer and
Chief Financial Officer

[Signature Page to First Lien Patent Collateral Agreement - FTFS]

PATENT
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Accepted and agreed to as of the date and year last above written.

GOLDMAN SACHS LENDING PARTNERS LLC, a
Delaware limited liability company, as Agent

By: Anna Ostrovsky
Name: Anna Ostrovsky
Title: Authorized Signatory

[Signature Page to First Lien Patent Collateral Agreement - FTPS]

PATENT
REEL: 025341 FRAME: 0219

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

U.S. PATENT NUMBERS

Title	Reg. No./ App. No.
System and method for paying bills and other obligations including selective payor and payee controls	5,649,117
System and method for paying bills and other obligations including selective payor and payee controls	5,956,700
System and method for paying bills and other obligations including selective payor and payee controls	09/859,615
System and method for paying bills and other obligations including selective payor and payee controls	6,996,542
Method and system for gathering and reporting data associated with a cardholder's use of a pre-paid debit card	7,747,462