PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Patent Rights

CONVEYING PARTY DATA

Name	Execution Date
Credit Suisse AG, Cayman Islands Branch	06/08/2011

RECEIVING PARTY DATA

Name:	Fifth Third Processing Solutions, LLC
Street Address:	38 Fountain Sq. Plaza, 11th Floor
Internal Address:	MD1090BH
City:	Cincinnati
State/Country:	ОНЮ
Postal Code:	45263

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5649117
Patent Number:	5956700
Application Number:	09859615
Patent Number:	6996542
Patent Number:	7747462

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 033917/0002

PATENT

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NAME OF SUBMITTER:	Marcela Robledo
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS (this "Termination and Release"), dated as of June 8, 2011, from CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent and collateral agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Second Lien Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Loan Agreement, dated as of November 3, 2010 (as amended by the First Amendment, dated as of January 19, 2011, the "Second Lien Loan Agreement"), among Fifth Third Processing Solutions, LLC ("Borrower"), the various lenders from time to time party thereto, Bank of America N.A., J.P. Morgan Securities LLC, Morgan Stanley Senior Funding, Inc. and the Agent, the Borrower and certain of its subsidiaries listed therein executed and delivered that certain Second Lien Security Agreement, dated as of November 3, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, a second priority lien on and security interest (the "Security Interest") in certain collateral, including the Patent Collateral (as hereinafter defined) was granted by the debtors parties thereto to the Agent, for the benefit of the Agent and the Secured Parties; and for the purpose of recording such Security Interest with respect to the Patent Collateral with the United States Patent and Trademark Office, the Borrower and the Agent entered into that Patent Collateral Agreement, dated as of November 3, 2010 (the "Second Lien Patent Security Agreement").

WHEREAS, the Second Lien Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on November 10, 2010, at Reel 25341and Frame 0238;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral listed on <u>Schedule A</u> hereto;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Second Lien Patent Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. <u>Definitions</u>. The term "Patent Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in, to and under the Patents listed on

<u>Schedule A</u> hereto. The term "Patents" shall have the meaning provided by reference in the Security Agreement.

- 2. <u>Release of Security Interest</u>. The Agent, hereby terminates, releases and discharges any and all Security Interest in the Patent Collateral listed on <u>Schedule A</u> hereto, and any right, title or interest of the Agent in such Patent Collateral listed on <u>Schedule A</u> hereto shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as administrative agent and collateral agent

By: ___ Name: Title:

John D. Toronto Managing Director

By:

VIPUL DHADDA ASSOCIATE

Name: Title:

Schedule A

U.S. PATENT NUMBERS

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

033917-0002-11596-Active.12415023.3

RECORDED: 06/09/2011