

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
First Data Corporation	07/12/2011
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	45 Broadway, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
PROPERTY NUMBERS Total: 35	
Property Type	Number
Patent Number:	7668751
Patent Number:	6003008
Patent Number:	7316350
Patent Number:	7329824
Patent Number:	7769689
Patent Number:	7774209
Patent Number:	7853522
Patent Number:	7885878
Patent Number:	7896234
Patent Number:	7936869
Patent Number:	7941664
Application Number:	11751530
Application Number:	10971831
Application Number:	10900011
Application Number:	11944205

501592158

PATENT
REEL: 026578 FRAME: 0186

CH \$1400.00 7668751

Application Number:	12048109
Application Number:	11685676
Application Number:	12100082
Application Number:	12111692
Application Number:	11966238
Application Number:	12053432
Application Number:	12052962
Application Number:	12057759
Application Number:	12104904
Application Number:	12491716
Application Number:	12169024
Application Number:	12179760
Application Number:	12190392
Application Number:	12194720
Application Number:	12194724
Application Number:	12203842
Application Number:	12089534
Application Number:	12859092
Application Number:	12693170
Application Number:	12037826

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-408-3121 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.-J. Paterson
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	843210-005
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NAME OF SUBMITTER:	Jean Paterson
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Total Attachments: 7
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

First Data Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 07/12/2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as Collateral Agent

Internal Address: _____

Street Address: 45 Broadway, 14th Floor

City: New York

State: NY

Country: USA Zip: 10006

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: _____

Street Address: Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-269-5420

Email Address: jmurphy@cahill.com

6. Total number of applications and patents involved: 35

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

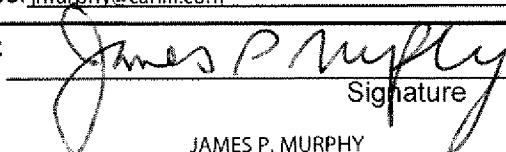
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

JAMES P. MURPHY

Name of Person Signing

July 12, 2011

Date

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT
REEL: 026578 FRAME: 0189**

Patent Security Agreement

Patent Security Agreement, dated as of July 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof and the Security Agreement (as defined below), the "**Patent Security Agreement**"), by First Data Corporation (the "**Grantor**"), in favor of Wells Fargo Bank, National Association, as Collateral Agent (in such capacity and together with any successors in such capacity, the "**Collateral Agent**") for the benefit of the Secured Parties (as defined within the Security Agreement).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of August 20, 2010 (the "**Security Agreement**"), in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to which the Grantor is executing and delivering this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. **Grant of Security Interest in Patent Collateral**. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. **Termination**. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver

to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

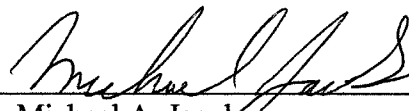
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered by its duly authorized officer or other representative as of the day and year first above written.

FIRST DATA CORPORATION, as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer and Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 026578 FRAME: 0192

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli
Name:
Title: **Raymond Delli Colli**
Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 026578 FRAME: 0193

SCHEDULE I

UNITED STATES PATENTS:

Registrations:

GRANTOR	REGISTRATION/ PATENT NUMBER	TITLE
First Data Corporation	7,668,751	Methods and systems for coordinating a change in status of stored value account
First Data Corporation and The Western Union Company*	6,003,008	POINT OF SALE DEVICE
First Data Corporation	7,316,350	MULTI-PURSE CARD SYSTEM AND METHODS
FIRST DATA CORPORATION	7,329,824	MAIL PROCESSING SYSTEM AND METHOD.
FIRST DATA CORPORATION	7,769,689	METHODS AND SYSTEMS FOR PROCESSING TRANSACTIONS FOR INTEGRATED CREDIT AND STORED-VALUE PROGRAMS
FIRST DATA CORPORATION and The Western Union Company*	7,774,209	STORED VALUE CARDS AND METHODS FOR THEIR ISSUANCE.
First Data Corporation and The Western Union Company*	7,853,522	INTERNET-BASED MONEY ORDER SYSTEM
First Data Corporation	7,885,878	SYSTEMS AND METHODS OF PAYMENT ACCOUNT ACTIVATION
First Data Corporation	7,896,234	SYSTEM AND METHOD FOR AUTHORIZING ELECTRONIC PAYMENT TRANSACTIONS
First Data Corporation	7,936,869	Verifying digital signature based on shared knowledge
First Data Corporation	7,941,664	Account-based digital signature (ABDS) system using biometrics
First Data Corporation	11/751,530	Systems for masking a portion of an envelope near its perimeter.
First Data Corporation	10/971,831	System for maintaining party and communication point data
First Data Corporation	10/900,011	Presentation instrument security arrangement and methods
First Data Corporation	11/944,205	DISCOUNT-INSTRUMENT METHODS AND SYSTEMS
First Data Corporation and The Western Union Company*	12/048,109	ELECTRONIC PURCHASING AND FUNDS TRANSFER SYSTEMS AND METHODS
First Data Corporation	11/685,676	Centralized Discount Searching
First Data Corporation	12/100,082	MOBILE COMMERCE INFRASTRUCTURE SYSTEMS AND METHODS
First Data Corporation	12/111,692	STORED VALUE CARD TRANSACTION CONTROL SYSTEMS AND METHODS
First Data Corporation	11/966,238	PERSONAL CHECK ACCEPTANCE SYSTEMS AND METHODS
First Data Corporation	12/037,826	WIRELESS TRANSLATION DEVICE
First Data Corporation	12/053,432	REPLACEMENT CARD PACKAGING
First Data Corporation	12/052,962	CUSTOMER LOYALTY PROGRAM WITH SHARED

* Denotes that the entity is not a Grantor.

GRANTOR	REGISTRATION/ PATENT NUMBER	TITLE
		DATA AND SUB-PROGRAMS
First Data Corporation	12/057,759	METHODS AND SYSTEMS FOR DYNAMICALLY GENERATING COUPONS ASSOCIATED WITH PRESENTATION INSTRUMENTS
First Data Corporation	12/104,904	POINT OF SALE COUPON SYSTEMS AND METHODS
First Data Corporation, Lehigh-Press Inc.* and Visant Corp.*	12/491,716	Systems and Methods for Distributing Incentives to Consumers to Encourage Subsequent Action
First Data Corporation	12/169,024	CUSTOMER PRE-SELECTED ELECTRONIC COUPONS
First Data Corporation	12/179,760	MOBILE PAYMENT ADOPTION BY ADDING A DEDICATED PAYMENT BUTTON TO MOBILE DEVICE FORM FACTORS
First Data Corporation	12/190,392	METHODS AND SYSTEMS FOR ONLINE FRAUD PROTECTION
First Data Corporation	12/194,720	MANAGING MOBILE MARKETING OFFERS
First Data Corporation	12/194,724	FILTERING MOBILE MARKETING OFFERS
First Data Corporation	12/203,842	ENABLING CONSUMER CHOICE ON CONTACTLESS TRANSACTIONS WHEN USING A DUAL-BRANDED PAYMENT INSTRUMENT
First Data Corporation	12/089,534	SYSTEM AND METHOD FOR PERFORMING ELECTRONIC TRANSACTIONS
First Data Corporation	12/859,092	WIRELESS COMMUNICATION DEVICE ACCOUNT PAYMENT NOTIFICATION SYSTEMS AND METHODS
First Data Corporation	12/693,170	Payment Device Photo Album
Licenses:		
None.		