

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2965626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TMFS HOLDINGS, LLC	07/31/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8224735
Application Number:	13528579
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	NTABAH@MILBANK.COM
Correspondent Name:	NANGAH TABAH
Address Line 1:	ONE CHASE MANHATTAN PLAZA
Address Line 2:	MILBANK. TWEED, HADLEY & MCCLOY LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	NANGAH TABAH
SIGNATURE:	/Nangah Tabah # 71,824/
DATE SIGNED:	08/01/2014
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 31, 2014 (this "Agreement"), among TMFS Holdings, LLC, a Delaware limited liability company (the "Grantor") and Credit Suisse AG, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of July 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Kansas City 727 Acquisition LLC, a Delaware limited liability company ("Holdings"), the Grantor, as the Borrower, the Lenders and Issuing Banks from time to time party thereto (the "Lenders") and Credit Suisse AG, as the administrative agent, and (b) the Collateral Agreement dated as of July 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Grantor, as the Borrower, the other grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under all of the Patents of the Grantor (including, without limitation, those items listed or required to be listed in Schedule I hereto). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patents are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and 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 Agreement.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be construed in accordance with and governed by the laws of the State of New York, without regard to any choice or conflict of law provision or rule that would lead to the application of the law of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TMFS HOLDINGS, LLC, as Grantor

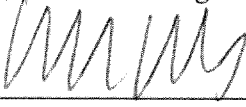
By 


Name: John Bunch
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 033460 FRAME: 0830

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

Schedule I

U.S. PATENTS AND PATENT APPLICATIONS

Owner	Title / Description	Jurisdiction	Patent No.	Issue Date
TMFS Holdings, LLC	Method, System, and Computer Program for Investing	U.S.	8,224,735	July 17, 2012
TMFS Holdings, LLC	Method, System, and Computer Program for Investing	U.S.	13/528579	June 20, 2012