

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4072975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
FIRST DATA CORPORATION	09/28/2016
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG
Street Address:	CAYMAN ISLANDS BRANCH
City:	CAYMAN ISLANDS
State/Country:	CAYMAN ISLANDS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15130701
Application Number:	15174672
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<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>	
Phone:	4155760200
Email:	dgibby@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1100 PEACHTREE STREET
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	87188-633797
NAME OF SUBMITTER:	DARIN J. GIBBY
SIGNATURE:	/darin j gibby/
DATE SIGNED:	09/28/2016
Total Attachments: 5	
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Supplemental Patent Security Agreement

Supplemental Patent Security Agreement, dated as of September 28, 2016, (the "Supplemental Patent Security Agreement") among First Data Corporation, a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Annex A thereto (each such subsidiary individually a "Subsidiary Grantor") and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 24, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are executing and delivering this Supplemental 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, the Grantors 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. The Grantors hereby pledge and grant 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 Grantors:

- (a) Patents of such Grantors 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 Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm 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 Supplemental 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 Grantors an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Patents under this Supplemental Patent Security Agreement.


SECTION 5. Counterparts. This Supplemental 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 Supplemental Patent Security Agreement by signing and delivering one or more counterparts.

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

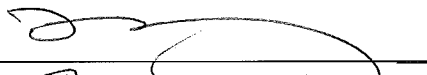
[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental 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

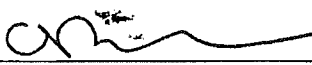
By: 
Name: *Therese Latham*
Title: *Assistant Secretary*

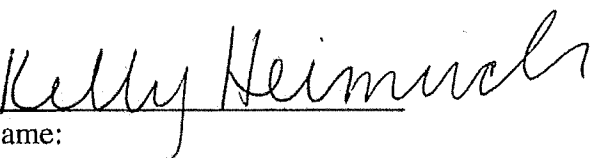
CLOVER NETWORK, INC, as Grantor

By: 
Name: *Therese Latham*
Title: *Assistant Secretary*

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLAND
BRANCH, as Collateral Agent

By: 
Name: **William O'Daly**
Title: **Authorized Signatory**

By: 
Name:
Title: **Kelly Heimrich**
Authorized Signatory

SCHEDULE I

UNITED STATES PATENTS:

	Assignee	Serial No.	Patent Title	Patent No. Issue Date
1.	Clover Network, Inc.	15/130,701	System and method for automatic filter tuning	
2.	First Data Corp.	15/174,672	Systems and Methods for Processing De-coupled Debit Transactions	