

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4635033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL

CONVEYING PARTY DATA

Name	Execution Date
JPMORGAN CHASE BANK, N.A., AS RESIGNING AGENT	09/21/2017

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS SUCCESSOR AGENT
Street Address:	1300 THAMES STREET - 4TH FLOOR
Internal Address:	THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7747462
Patent Number:	6996542
Patent Number:	5956700
Patent Number:	5649117
Application Number:	13117599
Application Number:	13599538
Application Number:	13653443
Application Number:	13804611
Application Number:	61790693
Application Number:	13858428

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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.

Phone: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042742-0096
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	10/11/2017

Total Attachments: 5

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**NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN
PATENT COLLATERAL**

Reference is made to (i) that certain Loan Agreement, dated as of May 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among VANTIV, LLC (the "Debtor"), JPMORGAN CHASE BANK, N.A. ("JPMorgan Chase") acting as collateral agent (the "Agent") and as administrative agent, and certain other parties named therein; (ii) that certain Security Agreement, dated as of May 15, 2013, 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"); and (iii) that certain Patent Collateral Agreement, dated as of May 15, 2013, by the Debtor in favor of the Agent (the "Patent Collateral Agreement"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

WHEREAS, pursuant to the Patent Collateral Agreement, which was recorded with the United States Patent and Trademark Office on May 30, 2013 at Reel/Frame 30512/0587, the Debtor assigned, mortgaged and pledged as collateral security and granted to the Agent for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and a right of set-off against, all right, title, and interest of such Debtor, whether then owned or existing or thereafter created, acquired or arising, in and to all of the following (collectively, the "Patent Collateral"):

(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;

WHEREAS, JPMorgan Chase, as resigning Agent (the "Resigning Agent") and in other capacities, and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as successor Agent (the "Successor Agent") and in other capacities, are parties to that certain Resignation and Appointment Agreement, dated as of September 21, 2017 (the "Successor Agent Agreement"), pursuant to which JPMorgan Chase, resigned as Agent and from other capacities under the Loan Documents (as defined in the Credit Agreement), and appointed Morgan Stanley as the successor Agent and to other capacities under the Loan Documents, and the Debtor and the Required Lenders (as defined in the Credit Agreement) consented to the same; and

WHEREAS, the Resigning Agent and the Successor Agent have agreed to execute this Notice to evidence the transfer and assignment of the Resigning Agent's security interest in the Patent Collateral for recordation with the United States Patent and Trademark Office.

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

The effective date of this Notice shall be September 21, 2017 (the "Effective Date").

Pursuant to the Successor Agent Agreement, as of the Effective Date, the Resigning Agent assigned to the Successor Agent the security interest granted to the Resigning Agent under the Security Agreement and the Patent Collateral Agreement, and the Successor Agent assumed such security interest, for its benefit and for the benefit of the other Secured Parties.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Patent Collateral Agreement to "Agent" is deemed to be a reference to Morgan Stanley, in its capacity as Successor Agent, (b) Morgan Stanley becomes vested with all of the rights, powers, duties, obligations and other interests of the Agent under the Security Agreement and the Patent Collateral Agreement, and (c) JPMorgan Chase is discharged from its rights, powers, duties, obligations and other interests as Agent under the Security Agreement and the Patent Collateral Agreement, except to the extent otherwise expressly provided in the Successor Agent Agreement.

This Notice is to provide notice of the assignment and other matters effected pursuant to the Successor Agent Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such matters are set forth in the Successor Agent Agreement.

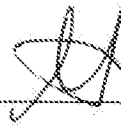
This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as Resigning Agent

By: _____



Name:

Title:

Nicholas Citron-Beer
Vice President

**MORGAN STANLEY SENIOR FUNDING,
INC.,**
as Successor Agent

By: 

Name: Robbie Pearson

Title: Authorized Signatory

SCHEDULE A

Title	Reg. No./ App. No.
METHOD AND SYSTEM FOR GATHERING AND REPORTING DATA ASSOCIATED WITH A CARDHOLDER'S USE OF A PREPAID DEBIT CARD	7747462
SYSTEM AND METHOD FOR PAYING BILLS AND OTHER OBLIGATIONS INCLUDING SELECTIVE PAYOR AND PAYEE CONTROLS	6996542
SYSTEM AND METHOD FOR PAYING BILLS AND OTHER OBLIGATIONS INCLUDING SELECTIVE PAYOR AND PAYEE CONTROLS	5956700
SYSTEM AND METHOD FOR PAYING BILLS AND OTHER OBLIGATIONS INCLUDING SELECTIVE PAYOR AND PAYEE CONTROLS	5649117
TOKENIZING SENSITIVE DATA	13/117,599
SYSTEMS, METHODS AND APPARATUS FOR PAYMENT PROCESSING	13/599,538
SYSTEMS, METHODS AND APPARATUS FOR VARIABLE SETTLEMENT ACCOUNTS	13/653,443
SYSTEMS, METHODS AND APPARATUS FOR AUTOMATED TRANSACTION MACHINE DIAGNOSTICS	13/804,611
SYSTEMS, METHODS AND APPARATUS FOR PAYMENT TERMINAL MANAGEMENT	61/790,693
SYSTEMS AND METHODS FOR PERFORMING FUNDS FREEZE AND/OR FUNDS SEIZURE WITH RESPECT TO PREPAID PAYMENT CARDS	13/858,428