

06/15/2012



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Electronic Version v1.1

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4-2-2012

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Processing Company		03/27/2012	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street
Internal Address:	Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002-6025
Entity Type:	National Banking Association: United States

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3300710	NATIONAL PROCESSING COMPANY
Registration Number:	1307418	NPC
Registration Number:	3072810	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
Registration Number:	2142148	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
Registration Number:	2119563	RETRIEVER PAYMENT SYSTEMS
Registration Number:	3809494	
Registration Number:	2622122	

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.  
 Phone: (212) 455-2024  
 Email: jnull@stblaw.com  
 Correspondent Name: Corina Gugler

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<b>Email:</b> jmill@stblaw.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b> Corina Gugler	
<b>Address Line 1:</b> 425 Lexington Avenue	
<b>Address Line 4:</b> New York, NEW YORK 10017	
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1667
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>Signature:</b>	/J. Jason Mull/
<b>Date:</b>	04/02/2012
<b>Total Attachments: 4</b> source TM SI Grant - NPC - 2//page1.tif source TM SI Grant - NPC - 2//page2.tif source TM SI Grant - NPC - 2//page3.tif source TM SI Grant - NPC - 2//page4.tif	
<b>RECEIPT INFORMATION</b>	
<b>BTAS ID:</b>	TM231135
<b>Receipt Date:</b>	04/02/2012
<b>Fee Amount:</b>	\$190

## EXECUTION COPY

## Trademark Collateral Agreement

This March 27, 2012, National Processing Company ("*Debtor*") with its principal place of business and mailing address at 5100 Interchange Way, Louisville, KY 40229, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to JPMORGAN CHASE BANK, N.A., a national banking association (the "*Agent*"), with its mailing address at 1111 Fannin Street, Floor 10, Houston, TX 77002-6925, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Creditors a first priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date for the benefit of the Secured Creditors a continuing first priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) Each trademark, trademark registration, and trademark application owned by the Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, 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 trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith 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*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

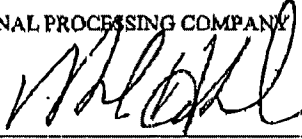
THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Mar. 19. 2012 10:30PM

No. 8136 P. 82

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATIONAL PROCESSING COMPANY

By: 

Name: Mark Heimboch  
Title: Chief Financial Officer

[Signature Page to Trademark Collateral Agreement-National Processing Company]




Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A., a national banking  
association, as Agent

By: Ann B. Kern  
Name: Ann B. Kern  
Title: Vice President

[Signature Page to Trademark Collateral Agreement- National Processing Company]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT  
U.S. TRADEMARK REGISTRATION NUMBERS**

Title	Reg. No./ App. No.
NATIONAL PROCESSING COMPANY	3390710
NPC	1307418
 RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	3072818
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	2142148
RETRIEVER PAYMENT SYSTEMS	2119553
 DESIGN ONLY (3 SHADED CIRCLES WITH A CONICAL SHAPE EMANATING FROM THE CENTER OF THE CIRCLE ON THE FAR RIGHT AND GROWING LARGER AS IT EXTENDS LEFT THROUGH THE MIDDLES OF BOTH OF THE OTHER CIRCLES.)	3809494
 DESIGN ONLY ((3 INCOMPLETE CIRCLES WITH A CONICAL SHAPE EMANATING FROM THE CENTER OF THE CIRCLE ON THE FAR RIGHT AND GROWING LARGER AS IT EXTENDS LEFT THROUGH THE MIDDLES OF BOTH OF THE OTHER CIRCLES.)	2622122