

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evertec Group, LLC		04/17/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1790661	ATH A TODA HORA
Registration Number:	2372878	ATH
Registration Number:	2475459	ATH POP
Registration Number:	3270245	EVERPAY
Registration Number:	3161609	EVERTEC
Registration Number:	2962409	TICKETPOP
Registration Number:	3850352	TRANSACTA

CORRESPONDENCE DATA

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 800-927-9801 x 62348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

CH \$190.00 1790661

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 616255-20

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 04/19/2013

**Total Attachments: 6**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 17, 2013, by EVERTEC Group, LLC (formerly known as Evertec, LLC, the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent to the Credit Agreement (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the 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 the Pledgor:

(a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral 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 Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Collateral Agreement in accordance with, or otherwise required pursuant to Section 5.15 thereof the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks

under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks, in each case, in form and substance reasonably satisfactory to the Agent.

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

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

Very truly yours,

EVERTEC Group, LLC

By: 

Name: Luisa Wert Serrano

Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005010 FRAME: 0160**

Accepted and Agreed:

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

By:           *A. B. Kern*            
Name: Ann B. Kerns  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Record Owner</b>
ATH A TODA HORA and Design	1790661	8/31/1993	EVERTEC Group, LLC
ATH	2372878	8/1/2000	EVERTEC Group, LLC
ATH POP	2475459	8/7/2001	EVERTEC Group, LLC
EVERPAY	3270245	7/24/2007	EVERTEC Group, LLC
EVERTEC and Design	3161609	10/24/2006	EVERTEC Group, LLC
TICKETPOP	2962409	6/14/2005	EVERTEC Group, LLC
TRANSACTA	3850352	9/21/2010	EVERTEC Group, LLC