

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		05/10/2006	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPAYMENT, INC.		
<b>Street Address:</b>	40 BURTON HILLS		
<b>Internal Address:</b>	SUITE 415		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2836525	IPAYMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-848-4455		
<b>Email:</b>	jlik@shearman.com		
<b>Correspondent Name:</b>	Alfi Guindi		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	Shearman & Sterling LLP - IP Docketing		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	3232/542		
<b>NAME OF SUBMITTER:</b>	Alfi Guindi		

CH \$40.00 2836525

Signature:

/ALFI GUINDI/

Date:

06/08/2006

Total Attachments: 2

source=TER - IPAYMENT#page1.tif

source=TER - IPAYMENT#page2.tif

**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 10, 2006, is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

**WHEREAS**, IPayment, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

**WHEREAS**, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on January 20, 2005 at Reel 3012 and Frame 0910; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

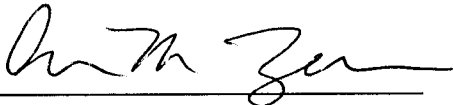
**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Administrative Agent

By: 

Name: \_\_\_\_\_

Title:                     Anne M. Zeschke                      
Assistant Vice President

**Schedule A**

**IPayment, Inc.  
(Delaware Corporation)**

**U.S. Trademark**

**Registered Mark**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
IPAYMENT and Design	2836525	4/27/04