# 989

# CH \$115.00

#### 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
First Data Corporation		03/04/2010	CORPORATION: DELAWARE
Money Network Financial, LLC		103/04/2010 I	LIMITED LIABILITY COMPANY: DELAWARE
First Data Merchant Services Corporation		03/04/2010	CORPORATION: FLORIDA
Star Systems Inc.		03/04/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent	
Street Address:	11 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Swiss Bank: SWITZERLAND	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3703685	MN MONEY NETWORK
Serial Number:	77887539	TRANSARMOR
Serial Number:	77874152	EMPS EXPRESS MERCHANT PROCESSING SOLUTIONS
Serial Number:	77854048	RELOAD

#### **CORRESPONDENCE DATA**

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:800-927-9801 x2348Email:jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

TRADEMARK REEL: 004170 FRAME: 0530

900157493

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	321634	
NAME OF SUBMITTER:	Jean Paterson	
Signature:	/jep/	
Date:	03/19/2010	
Total Attachments: 6 source=3-19-2010 First Data-TM#page1.tif source=3-19-2010 First Data-TM#page2.tif source=3-19-2010 First Data-TM#page3.tif source=3-19-2010 First Data-TM#page4.tif source=3-19-2010 First Data-TM#page5.tif source=3-19-2010 First Data-TM#page6.tif		

TRADEMARK
REEL: 004170 FRAME: 0531

# Addendum to Trademark Cover Page

1. Name of conveying party(ies)

Money Network Financial, LLC, a Delaware Limited Liability Company - Citizenship - US- DE First Data Merchant Services Corporation, a Florida Corporation - Citizenship - US - FL Star Systems Inc. - a Delaware Corporation - Citizenship US - DE

TRADEMARK REEL: 004170 FRAME: 0532

### Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of March 4, 2010, by First Data Corporation, Money Network Financial LLC, First Data Merchant Services Corporation, and Star Systems Inc. (the "Grantors") in favor of Credit Suisse, Cayman Islands Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, the Grantors are a 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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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 Trademark 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 the Grantors:

- (a) Trademarks of the 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 Trademark 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 affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. <u>Termination</u>. 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 Trademarks under this Trademark Security Agreement.

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SECTION 5. <u>Counterparts</u>. 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 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 Trademark 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 Grantes

By: 🗷

Name: Stanley J. Andersen Title: Vice President and Assistant Secretary

MONEY NETWORK FINANCIAL, LLC,

as Grantor /

Name: Stanley J. Andersen

Title: Vice President and
Assistant Secretary

FIRST DATA MERCHANT SERVICES

CORPORATION, as Grantor

Rv.

Name: Stanley J Andersen

Title: Vice President and Assistant Secretary

STAR SYSTEMS INC, as Grantor

By: ¿

Name: Stanley J. Andersen

Title: Vice President and Assistant Secretary

## SCHEDULE I

# UNITED STATES TRADEMARKS:

# Registrations:

GRANTOR	REGISTRATION NUMBER	TRADEMARK
Money Network Financial, LLC	3,703,685	MN MONEY NETWORK & Design

# Applications:

**RECORDED: 03/19/2010** 

GRANTOR	APPLICATION NUMBER	TRADEMARK
First Data Corporation	77/887,539	TRANSARMOR
First Data Merchant Services Corporation	77/874,152	EMPS EXPRESS MERCHANT PROCESSING SOLUTIONS & Design
Star Systems, Inc.	77/854,048	RELOAD & Design