

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 | | 03/04/2011 | CORPORATION: DELAWARE |
| First Data Resources, LLC | | 03/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| Money Network Financial, LLC | | 03/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| Star Systems, Inc. | | 03/04/2011 | CORPORATION: DELAWARE |
| TeleCheck International, Inc. | | 03/04/2011 | CORPORATION: GEORGIA |

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: | Bank: SWITZERLAND |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 85024415 | EVERYWHERE REWARD |
| Serial Number: | 85008046 | BRIO |
| Serial Number: | 77980133 | GO-TAG |
| Serial Number: | 85139510 | DEFENSEEDGE |
| Serial Number: | 85084359 | STAR CERTIFLASH |
| Serial Number: | 85084350 | STAR CERTIFLASH |
| Serial Number: | 85096791 | PRO21 |
| Serial Number: | 85147162 | OPTIONPOINT |
| Serial Number: | 85168791 | 360CONTROL |

900186174

TRADEMARK
 REEL: 004496 FRAME: 0001

CH \$265.00 85024415

Serial Number:

85174795

FIRST DATA SNAP

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

704702-005

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

03/10/2011

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

First Data Corporation

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation- State: _____ | |
| <input checked="" type="checkbox"/> Other <u>Delaware corporation</u> | |

Citizenship (see guidelines) DE - US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse, Caymans Islands Branch,

Internal

Address: as Collateral Agent

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- | | |
|--|-------------------|
| <input type="checkbox"/> Association | Citizenship _____ |
| <input type="checkbox"/> General Partnership | Citizenship _____ |
| <input type="checkbox"/> Limited Partnership | Citizenship _____ |
| <input type="checkbox"/> Corporation | Citizenship _____ |
| <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>Switzerland</u> | |

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 03/04/2011

- | | |
|--|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input checked="" type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- | |
|--|
| <input type="checkbox"/> Authorized to be charged to deposit account |
| <input type="checkbox"/> Enclosed |

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
Signature

March 9, 2011

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004496 FRAME: 0003

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

First Data Resources, LLC, a Delaware limited liability company, Citizenship - US - DE

Money Network Financial, LLC, a Delaware limited liability company, Citizenship - US - DE

Star Systems, Inc., a Delaware corporation, Citizenship - US - DE

TeleCheck International, Inc., a Georgia corporation, Citizenship - US - GA

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of March 4, 2011, by First Data Corporation, Money Network Financial, LLC, First Data Resources, LLC, Star Systems, Inc. and Telecheck International, 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. Defined Terms. 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. Termination. 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.

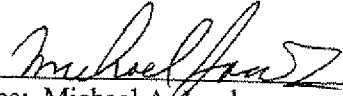
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

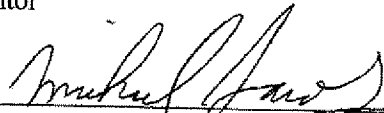
[signature page follows]

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.

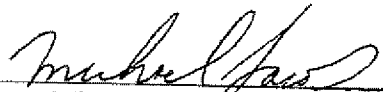
FIRST DATA CORPORATION, as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer


MONEY NETWORK FINANCIAL, LLC,
as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

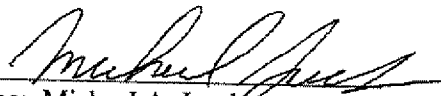
FIRST DATA RESOURCES, LLC, as
Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

STAR SYSTEMS, INC., as Grantor

By: 
Name: Michael A. Jacobs
Title: Treasurer

TELECHECK INTERNATIONAL, INC., as
Grantor

By: 
Name: Michael A. Jacobs
Title: Assistant Treasurer

SCHEDULE I

UNITED STATES TRADEMARKS:

Registrations:

| GRANTOR | REGISTRATION NUMBER | TRADEMARK |
|---------|---------------------|-----------|
| | | |

Applications:

| GRANTOR | APPLICATION NUMBER | TRADEMARK |
|-------------------------------|--------------------|--|
| First Data Corporation | 85/024,415 | EVERYWHERE REWARD |
| Money Network Financial, LLC | 85/008,046 | BRIO |
| First Data Corporation | 77/980,133 | GO-TAG |
| First Data Resources, LLC | 85/139,510 | DEFENSEEDGE |
| Star Systems, Inc. | 85/084,359 | STAR CERTIFLASH & Design (rectangles design) |
| Star Systems, Inc. | 85/084,350 | STAR CERTIFLASH & Design |
| Telecheck International, Inc. | 85/096,791 | PRO21 |
| First Data Corporation | 85/147,162 | OPTIONPOINT |
| First Data Corporation | 85/168,791 | 360CONTROL |
| First Data Corporation | 85/174,795 | FIRST DATA SNAP |