

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BT Commercial Corporation		07/09/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Comdata Network, Inc.		
Street Address:	5301 Maryland Way		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1578102	QUIK CASH	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	41890-29		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/Lynn M. Humphreys/		
Date:	04/15/2011		
Total Attachments: 9			

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 9, 2007 is made by BT Commercial Corporation, a New York corporation (the "Secured Party").

WHEREAS, Comdata Network, (the "Grantor") granted a security interest in certain trademarks and registrations ("Trademarks") to the Secured Party on December 29, 1992 ;

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on February 16, 1993, at Reel 0904 and Frame 0485; and

WHEREAS, the terms of the security interest agreement have been satisfied and 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:

BT COMMERCIAL CORPORATION

By: 

Name: FRANK SARTO

Title: DIRECTOR

Schedule A

U.S. Trademarks

Mark	Registration No.	Registration Date
COMCHEK	0992740	09/03/1974
EXPRESS COMCHEK	1103201	09/26/1978
COMDATA	1760187	03/23/1993
INSTACOM	1023415	10/21/1975
CASHEX	1236672	05/03/1983
US FUNDS EXPRESS	1478988	03/01/1988
DRIVERLINK/24	1710441	08/25/1992

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RECORDED: 07/27/2007

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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and entered into as of December 29, 1992, by COMDATA NETWORK, INC., a Maryland corporation ("Assignor"), in favor of BT COMMERCIAL CORPORATION, as Administrative Agent for the Secured Creditors ("Assignee"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, Assignor owns and uses in its business various intangible assets, including the trademarks and service marks, together with the good will symbolized by said marks, and the trademark applications and service mark applications listed on Schedule I attached hereto, as the same may be amended from time to time, and all designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks");

WHEREAS, Assignor, the Lenders, the Agents and the Issuing Bank have entered into that certain Credit Agreement, of even date herewith (as modified, amended or supplemented from time to time, the "Credit Agreement"), providing a revolving credit facility and a letter of credit facility for Assignor;

WHEREAS, the Lenders, the Agents and the Issuing Bank have required, as a condition to their entering into the Credit Agreement, that Assignor execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby pledges and mortgages, but does not transfer title, to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under each of the Trademarks and rights and interests in Trademarks which are presently owned, held (whether pursuant to a license or otherwise) or used by Assignor, in whole or in part (including, without limitation, the Trademarks specifically listed on Schedule I attached hereto, as the same may be amended from time to time), and including all trademark rights with respect thereto and all federal, state and foreign registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, registrations and trademark rights, the right (but not the obligation) to sue or bring opposition or cancellation

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proceedings in the name of Assignor or in the name of Assignee for past, present and future infringements of the Trademarks, registrations or trademark rights of Assignor and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and any associated goodwill.

2. Assignor hereby represents and warrants that (a) the Trademarks listed on Schedule I hereto include all of the registered trademarks, applications therefor, registered service marks and applications therefor now owned or licensed to or by Assignor and (b) no Liens other than the Liens granted pursuant hereto have been granted by Assignor to any other Person in the Trademarks. If, prior to the termination of this Assignment, Assignor shall obtain rights to any new trademarks, trademark applications, service marks or service mark applications, the provisions of Section 1 hereto shall automatically apply thereto. Assignor shall give to Assignee written notice of events described in the immediately preceding sentence on a quarterly basis. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule I hereto to include any future trademarks, trademark applications, service marks or service mark applications.

3. Upon the occurrence of an Event of Default, Assignee may, without notice to or demand upon Assignor, exercise any one or more of the rights set forth in the Security Agreement, of even date herewith, by Assignor, Holdings and the Subsidiaries of Holdings listed on the signature pages thereto in favor of Assignee, including, without limitation, the right to revise, update, amend, complete, file or record the Assignment of Trademark Registrations and Applications attached as Exhibit A hereto, as Assignee may determine to be necessary or desirable to assign or otherwise transfer the trademarks covered by this Assignment to any Person including, without limitation, any Lender, any Agent or the Issuing Bank.

4. All notices and correspondences to any party hereunder shall be given in the manner prescribed by Section 11.6 of the Credit Agreement and shall be deemed given in accordance with Section 11.6 of the Credit Agreement.

5. Any amendment or waiver of any provision of this Assignment, and any consent to any departure by Assignor from any provision of this Assignment, shall be effective only if made or given in compliance with all of the terms and provisions of Section 11.11 of the Credit Agreement.

6. No delay or omission of Assignee to exercise any right or remedy hereunder shall impair any such right or shall operate as a waiver thereof. No single or partial exercise by Assignee of any right or remedy hereunder shall preclude any other or further exercise thereof, or preclude any other right or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

7. The validity, interpretation and enforcement of this Assignment shall be governed by the laws of the State of New York without giving effect to the conflict of laws principles thereof.

8. This Assignment shall create a continuing security interest in the Trademarks and shall (i) remain in full force and effect until payment in full (including after the Expiration Date) of the Obligations and the termination of the Lenders' Commitments, (ii) be binding upon Assignor and its successors and assigns, and (iii) inure, together with the rights and remedies of Assignee hereunder, to the benefit of the Secured Creditors and their respective successors, transferees and assigns. Without limiting the generality of clause (iii) above, any Lender may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer any Revolving Note held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

9. All representations, warranties and covenants of Assignor contained herein shall survive the execution and delivery of this Assignment, and shall terminate only upon the full and final payment and performance by Assignor of the Obligations secured hereby and termination of the Lenders' Commitments.

10. (a) Assignee shall have and be entitled to exercise all powers hereunder which are specifically granted to Assignee by the terms hereof, together with such powers as are reasonably incident thereto. Assignee may perform any of its duties hereunder or in connection with the Trademarks by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither Assignee nor any director, officer, employee, attorney or agent of Assignee shall be liable to Assignor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall Assignee be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. Assignee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper Person or Persons.

(b) Assignor acknowledges that the rights and responsibilities of Assignee under this Assignment with respect to any action taken by Assignee or the exercise or non-exercise by Assignee of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Assignment shall, as between Assignee and the other Secured Creditors, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Assignee and Assignor, Assignee shall be conclusively presumed to be acting as agent for

the Secured Creditors with full and valid authority so to act or refrain from acting, and Assignor shall not be obligated or entitled to make any inquiry respecting such authority.

11. This Assignment shall terminate upon the receipt by Assignee of evidence satisfactory to it of the payment in full in Dollars of the Obligations and the termination of the Lenders' Commitments, or the release of Assignor by the Lenders, the Agents and the Issuing Bank, whichever occurs first. At such time, Assignee shall, at the request and expense of Assignor, execute and deliver to Assignor such documents as may reasonably be requested by Assignor to evidence the same, at the expense of Assignor.

12. This Assignment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

COMDATA NETWORK, INC.

By: 

Name: Dennis R. Hanson
Title: Executive Vice President

Accepted:

BT COMMERCIAL CORPORATION,
as Administrative Agent

By: 

Name: A. Rita Day-Jelen-Keshingon
Title: Senior Vice President

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 29th day of December, 1992, before me personally came Dennis R. Hanson, to me known, who being by me duly sworn, did depose and say that he resides at 53 Concord Park East, Nashville, Tennessee 37205, that he is the Executive Vice President of Comdata Network, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

ELLIOT E. BRECHER
Notary Public, State of New York
No. 41-4949996
Qualified in Queens County
Commission Expires April 17, 1993



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 29th day of December, 1992, before me personally came A. Rita Dagdelen-Keskinyan, to me known, who being by me duly sworn, did depose and say that she resides at 20 The Terrace, Plandome, New York 11030, that she is the Senior Vice President of BT Commercial Corporation, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

ELLIOT E. BRECHER
Notary Public, State of New York
No. 41-4949996
Qualified in Queens County
Commission Expires April 17, 1993



Notary Public

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SCHEDULE I

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
1) CASHEX	1,236,672	5/03/03
2) COMCHEK	992,740	9/23/94
3) EXPRESS COMCHEK	1,103,201	9/26/98
4) INSTACOM & design	1,023,415	10/21/95
5) QUIK CASH	1,578,102	1/16/00
6) US FUNDS EXPRESS & Design	1,478,988	3/01/08
7) DRIVERLINK/24	1,710,441	8/25/02
8) COMDATA CORPORATION & design	Serial No. 74/226,077 PTO Publication and Registration Review Completed; Opposition phase completed (no opposition); Application sent to Registration. Registration of the mark is expected to be issued in due course.	[Pending]

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EXHIBIT A

ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

WHEREAS, Comdata Network, Inc. ("Assignor"), a Maryland corporation with an address at 5301 Maryland Way, Brentwood, Tennessee 37027, has adopted, used and is using certain trademarks listed on Schedule I annexed hereto and has made applications to use certain trademarks listed on such Schedule, such Schedule being made a part hereof (the "Marks"), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to _____ all of its right, title and interest in and to each of the Marks together with the good will of the business symbolized by the Marks, and their respective federal registrations.

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DATED: _____, _____

ATTEST:

COMDATA NETWORK, INC.

Name:

By: _____

Name:
Title:

RECORDED
PATENT & TRADEMARK OFFICE

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