

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT   |                       |                                     |
| NATURE OF CONVEYANCE:   | INTELLECTUAL PROPERTY SECURITY AGREEMENT                               |                       |                                     |
| CONVEYING PARTY DATA  |  |                       |                                     |
| Name  | Formerly   | Execution Date        | Entity Type                         |
| CAPITAL FOR MERCHANTS, LLC  |  | 04/24/2012            | LIMITED LIABILITY COMPANY: MICHIGAN |
| RECEIVING PARTY DATA  |  |                       |                                     |
| Name:   | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT           |                       |                                     |
| Street Address:   | ELEVEN MADISON AVENUE  |                       |                                     |
| City:   | NEW YORK   |                       |                                     |
| State/Country:  | NEW YORK   |                       |                                     |
| Postal Code:  | 10010  |                       |                                     |
| Entity Type:  | BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND |                       |                                     |
| PROPERTY NUMBERS Total: 2   |  |                       |                                     |
| Property Type   | Number   | Word Mark             |                                     |
| Registration Number:  | 3918886  | CAPITAL FOR MERCHANTS |                                     |
| Registration Number:  | 3918888  | CAPITAL FOR MERCHANTS |                                     |
| CORRESPONDENCE DATA   |  |                       |                                     |
| Fax Number:   | 7147558290   |                       |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                                     |
| Email:  | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM                                 |                       |                                     |
| Correspondent Name:   | LATHAM & WATKINS LLP   |                       |                                     |
| Address Line 1:   | 650 TOWN CENTER DRIVE, 20TH FLOOR                                      |                       |                                     |
| Address Line 4:   | COSTA MESA, CALIFORNIA 92626   |                       |                                     |
| ATTORNEY DOCKET NUMBER:   | 030786-0484  |                       |                                     |
| NAME OF SUBMITTER:  | KRISTIN J AZCONA   |                       |                                     |
| Signature:  | /KJA/  |                       |                                     |

OP \$65.00 3918886

Date:

04/26/2012

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 24, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, acting through one or more of its branches or affiliates, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, NAB Holdings, LLC, a Michigan limited liability company, has entered into that certain Credit Agreement, dated as of April 24, 2012 (as amended, restated, replaced, refinanced, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 24, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, all Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority (as defined in the Credit Agreement);

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

SECTION 1. Grant of Security. Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property of Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, domain names, certification marks, collective marks or other indicia of origin or source identification, design and general intangibles of a like nature, whether or not registered, including, without limitation: (i) trademark and service mark registrations of the foregoing, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application listed in Schedule 1; (ii) all of the goodwill of the business connected with the use of, and symbolized by any of the foregoing; (iii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof or for any injury to the related goodwill; (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims,

damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements, dilutions or other violations thereof); and (v) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademarks");

(b) all domestic and foreign patents and certificates of invention, or similarly industrial property rights, and applications for any of the foregoing, including, without limitation: (i) all reissues, divisions, continuations, continuations-in-part, renewals, reexaminations and extensions thereof; (ii) any of the foregoing listed in Schedule 1; (iii) all patentable inventions and improvements thereto; (iv) the right to sue or otherwise recover for any and all past, present and future infringements or other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or other violations thereof); and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Patents");

(c) all domestic and foreign copyrights, whether or not the underlying works of authorship have been published, including, without limitation: (i) copyrights in software and all rights in and to databases, all designs, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein; (ii) all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; (iii) all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights; (iv) all moral rights, reversionary rights and termination rights in, to or under such copyrights; (v) all copyright registrations and copyright registration applications, and any renewals or extensions thereof, including, without limitation, each registration and application listed in Schedule 1; (vi) the rights to print, publish and distribute any of the foregoing; (vii) the right to sue or otherwise recover for any and all past, present and future infringements or other violations thereof; (viii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or other violations thereof); and (ix) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Copyrights");

(d) all trade secrets and all confidential and proprietary information, including, without limitation: (i) know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, whether or not the foregoing has been reduced to a writing or other tangible form, including, without limitation, any of the foregoing referred to in Schedule 1; (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations or other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future misappropriations or other violations thereof); and (iv) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, naming such Grantor as licensor or licensee, which provides for the granting of: (A) any right in, to, or under any Trademark or Trade Secret, (B) any right in, to, or under any Patent, including, without limitation, the right to manufacture, use, sell, offer to sell or import any invention covered in whole or in part by a Patent, and (C) any right in, to, or under any Copyright including, without limitation, the right to manufacture, distribute, exploit and sell materials derived from any Copyright, and (ii) all rights to sue at law or in equity to recover for any past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing, including the right to receive all Proceeds therefrom, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(f) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties on any number of counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Termination. Upon termination of this Intellectual Property Security Agreement, the Collateral Agent shall record the release of this Intellectual Property Security Agreement and any and all supplemental filings with the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable government office in which this Intellectual Property Security Agreement was recorded within fifteen (15) days of termination.


*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

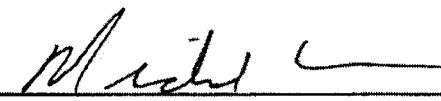
NORTH AMERICAN BANCARD, LLC,  
as Grantor

By:   
Name: Michael Sauer  
Title: Secretary

5967 VENTURES, LLC,  
as Grantor

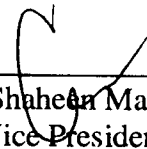
By:   
Name: Michael Sauer  
Title: Secretary

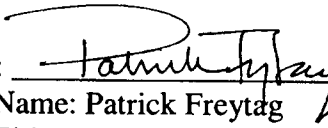
CAPITAL FOR MERCHANTS, LLC,  
as Grantor

By:   
Name: Michael Sauer  
Title: Secretary

ACKNOWLEDGED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By:   
Name: Shaheen Malik  
Title: Vice President

By:   
Name: Patrick Freytag  
Title: Associate

**Schedule 1**

**Patents:**

None

**Copyrights:**

None

**Trademarks:**

| Debtor / Grantor            | Title                           | Status     | Appl. No.  | File Date | Reg. No   | Reg. Date | Jurisdiction         |
|-----------------------------|---------------------------------|------------|------------|-----------|-----------|-----------|----------------------|
| 5967 Ventures, LLC          | HUMBOLDT MERCHANT SERVICES      | Pending    | 77/967,347 | 3/24/2010 |           |           | United States        |
| Capital For Merchants, LLC  | CAPITAL FOR MERCHANTS           | Registered | 77/967,410 | 3/24/2010 | 3,918,886 | 2/15/2011 | United States        |
| Capital For Merchants, LLC  | CAPITAL FOR MERCHANTS & Design  | Registered | 77/968,647 | 3/25/2010 | 3,918,888 | 2/15/2011 | United States        |
| North American Bancard, LLC | NORTH AMERICAN BANCARD          | Pending    | 1,477,888  | 4/21/2010 |           |           | Canada               |
| North American Bancard, LLC | NORTH AMERICAN BANCARD & Design | Pending    | 1,477,889  | 4/21/2010 |           |           | Canada               |
| North American Bancard, LLC | MY BIZ PERKS                    | Pending    | 1477890    | 4/21/2010 |           |           | Canada               |
| North American Bancard, LLC | MY BIZ PERKS & Design           | Pending    | 1477891    | 4/21/2010 |           |           | Canada               |
| North American Bancard, LLC | PHONE SWIPE                     | Pending    | 1514370    | 2/8/2011  |           |           | Canada               |
| North American Bancard, LLC | PHONE SWIPE & Design            | Pending    | 1514372    | 2/8/2011  |           |           | Canada               |
| North American Bancard, LLC | PHONE SWIPE                     | Registered | 988611     | 4/12/2011 | 988611    | 8/23/2011 | European Union (CTM) |
| North American Bancard, LLC | PHONE SWIPE & DESIGN            | Registered | 9777491    | 3/2/2011  | 9777491   | 8/10/2011 | European Union (CTM) |
| North American Bancard, LLC | MY BIZ PERKS                    | Registered | 77/967,381 | 3/24/2010 | 3,933,685 | 3/22/2011 | United States        |
| North American Bancard, LLC | MY BIZ PERKS & Design           | Registered | 77/967,391 | 3/24/2010 | 3,933,686 | 3/22/2011 | United States        |
| North American Bancard, LLC | NORTH AMERICAN                  | Registered | 77/967,365 | 3/24/2010 | 3,983,342 | 6/28/2011 | United States        |

Schedule 1

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**TRADEMARK**  
**REEL: 004765 FRAME: 0268**



| Debtor / Grantor            | Title                               | Status     | Appl. No.  | File Date  | Reg. No   | Reg. Date | Jurisdiction  |
|-----------------------------|-------------------------------------|------------|------------|------------|-----------|-----------|---------------|
|                             | BANCARD                             |            |            |            |           |           |               |
| North American Bancard, LLC | NORTH AMERICAN BANCARD & Design     | Registered | 77/968,615 | 3/25/2010  | 3,983,349 | 6/28/2011 | United States |
| North American Bancard, LLC | PAYPROTEC                           | Registered | 77/967,422 | 3/24/2010  | 3,964,336 | 5/24/2011 | United States |
| North American Bancard, LLC | PAYPROTEC & Design                  | Registered | 77/968,625 | 3/25/2010  | 3,968,615 | 5/31/2011 | United States |
| North American Bancard, LLC | ADVANCED PAYMENT SOLUTIONS & Design | Registered | 77/968,632 | 3/25/2010  | 3,906,799 | 1/18/2011 | United States |
| North American Bancard, LLC | PHONE SWIPE                         | Pending    | 85/151,896 | 10/13/2010 |           |           | United States |
| North American Bancard, LLC | PHONE SWIPE & DESIGN                | Suspended  | 85/151,914 | 10/13/2010 |           |           | United States |
| North American Bancard, LLC | FINGNATURE                          | Allowed    | 85/251,844 | 2/25/2011  |           |           | United States |
| North American Bancard, LLC | FINGATURE                           | Allowed    | 85/251,835 | 2/25/2011  |           |           | United States |