

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
Eliot Management Group, LLC		05/03/2012	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85517047	OCEANO	
Serial Number:	85517046	OCEANO	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1257		
NAME OF SUBMITTER:	Marcela Robledo		

CH \$65.00 85517047

Signature:	/mr/
Date:	05/25/2012
Total Attachments: 5 source=FAPS TM SI Grant -- for Eliot Management#page1.tif source=FAPS TM SI Grant -- for Eliot Management#page2.tif source=FAPS TM SI Grant -- for Eliot Management#page3.tif source=FAPS TM SI Grant -- for Eliot Management#page4.tif source=FAPS TM SI Grant -- for Eliot Management#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 3, 2012 is made by Eliot Management Group, LLC, a Utah limited liability company, located at 100 Throckmorton Street, Suite 1800, Fort Worth, TX 76102 (the “Grantor”), in favor of JPMorgan Chase Bank N.A., a national banking association, located at 1111 Fannin street, 10th floor, Houston, Texas 77002, as Administrative Agent (the “Agent”) for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2010 among FAPS Holdings, Inc., a Delaware corporation (“Holdings”), First American Payment Systems, L.P., a Texas limited partnership (“FAPS”), Certified Payment Processing, L.P., a Texas limited partnership (“CPP”; FAPS and CPP are collectively referred to herein as the “Borrowers”), the Agent, the lending and other financial institutions from time to time party thereto as lenders (the “Lenders”) and Wells Fargo Bank, National Association, as syndication agent (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its subsidiaries (including the Grantor) have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2010, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor hereby agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

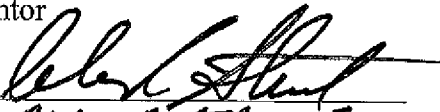
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

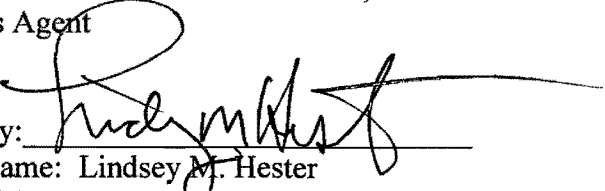
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELIOT MANAGEMENT GROUP, LLC
as Grantor

By: 
Name: ALAN R. STRUBLE
Title: VP & G.C.

JPMORGAN CHASE BANK, N.A.
as Agent

By: 
Name: Lindsey M. Hester
Title: Authorized Signer

*[SIGNATURE PAGE TO ELIOT MANAGEMENT GROUP, LLC
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHT]*

TRADEMARK
REEL: 004788 FRAME: 0522

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
OCEANO (design)	85517047
OCEANO	85517046