

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
Payment Processing, Inc.		07/25/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	180 Grand Ave., Suite 200
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	National Association: UNITED STATES

Name:	Bank of America Corporation
Street Address:	180 Grand Ave., Suite 200
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3503799	PPI
Serial Number:	85412907	INNOVO
Registration Number:	3803814	PAYPROS
Registration Number:	3274553	P
Registration Number:	3074722	PM PPI PAYMOVER
Registration Number:	3074723	PPI PAYMOVER
Registration Number:	2996682	PARADATA
Registration Number:	3027432	PAYMENT PROCESSING INCORPORATED

CH \$215.00 3503799

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	27729-38520
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/27/2012

Total Attachments: 16

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**AMENDED AND RESTATED
SECURITY AGREEMENT
(Multiple Use)**

1. THE SECURITY. Subject to the terms of Section 2 below, the undersigned, Payment Processing, Inc. (the "Pledgor"), hereby assigns and grants to Bank of America, N.A., its successors and assigns ("BANA"), and to Bank of America Corporation and its subsidiaries and affiliates (BANA and all such secured parties, collectively, the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract (as defined in Section 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor (including, but not limited to, the equipment described in the Equipment Description, if any, attached hereto as Schedule 1(c)).

(d) All of the Pledgor's deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs (v) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems (including, but not limited to, all of such general intangibles more particularly described on Schedule 1(f) attached hereto). The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party

which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. EXCLUSIONS. Notwithstanding the provisions of Section 1, the security interests granted to Bank hereunder are subject to the prior grant of security interests in property making up all or a portion of the Collateral to the third parties as more particularly described in Schedule 2 attached hereto.

3. INDEBTEDNESS. The Collateral secures all obligations to the Bank under the following agreement, including any amendments, renewals or replacements thereof: Amended and Restated Loan Agreement dated July 25, 2012 between the Bank, as lender, and the Pledgor, as borrower. Each party obligated under such agreement is referred to as a "Borrower." The Collateral also secures all obligations to the Bank arising under any Swap Contract and any Treasury Services Contract now or hereafter entered into between any Borrower and the Bank. All of the obligations secured under this Agreement are collectively referred to as the "Indebtedness."

"Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions. "Treasury Services Contract" means any contract between the Borrower and the Bank covering treasury management services, including, but not limited to, intraday credit, Automated Clearing House (ACH) services, foreign exchange services, daylight overdrafts, corporate credit card programs, wire transfers, electronic funds transfers, electronic trade services, controlled disbursement and zero balance arrangements.

4. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands likely to have an impact on the value of the Collateral in any material respect; and keep Books and Records that are complete and correct in all material respects.

(b) The Pledgor's chief executive office is located in the State of California. In addition, the Pledgor is incorporated in or organized under the laws of the State of California. The Pledgor shall give the Bank at least thirty (30) days notice before changing the location of its chief executive office or state of incorporation or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted, except as set forth in Schedule 2, and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.

(e) The Pledgor will promptly notify the Bank in writing of any event occurring after the date hereof which materially affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption

of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all reasonable costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Bank on demand for any Collateral Costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except (A) for fair value in an arm's length transaction or (B) with the prior written consent of the Bank; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

(j) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis that are commercially reasonable and acceptable to the Bank, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies with an A.M. Best Rating of A- or better, and shall include a loss payable endorsement in favor of the Bank in a form reasonably acceptable to the Bank. Upon the request of the Bank, the Pledgor will deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

(l) Schedule 4(l) to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or ownership interest, throughout the world. To the extent required by the Bank in its discretion, the Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired by Pledgor after the date hereof or which are not listed on Schedule 4(l). The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending Schedule 4(l) to include any such Collateral.

(m) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents, if any, and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will, at its expense, and to the extent commercially reasonable to do so, promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will, at its expense, and to the extent commercially reasonable to do so, protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Bank and will, at its expense, and to the extent commercially reasonable to do so, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Bank. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Bank's prior written consent.

5. ADDITIONAL OPTIONAL REQUIREMENTS. Subject in all cases to any obligations of confidentiality and/or restrictions on disclosure set forth in any contract that evidences part of the Collateral, the Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in Default:

(a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records (which may, at the option of Pledgor, be in electronic form), and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, as reasonably required, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Bank the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

6. DEFAULTS. Any one or more of the following shall be a default hereunder (each a "Default"):

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Amended and Restated Security Agreement ("Agreement"), or under any other obligation of the Pledgor to the Bank, and such breach remains uncured after any applicable cure period.

(c) The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing or that are disclosed herein) on or security interest in the Collateral.

(d) A receiver or similar official is appointed for a substantial portion of the Pledgor's business, or the business is terminated.

(e) (i) The Pledgor files a bankruptcy petition; (ii) a bankruptcy petition is filed against the Pledgor, which is not dismissed within 30 days after filing; or (iii) Pledgor makes a general assignment for the benefit of creditors.

(f) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

(g) The Pledgor has given the Bank information or made any representation which, when taken as a whole, is false or misleading.

7. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, the Bank may do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and copies of such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any

Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Bank at law or in equity.

8. DISPUTE RESOLUTION PROVISION. This Section 8, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this Agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this Agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this Agreement.

(b) At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the law of a specified state.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in the State of California. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any

party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement thereof, and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award, including the legal and factual basis underlying such award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and shall dismiss the arbitration if the Claim is barred under the applicable statutes of limitation. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (j) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees and costs pursuant to the terms of this Agreement.

(f) The procedure described above will not apply if the Claim, at the time of the proposed submission to arbitration, arises from or relates to an obligation to the Bank secured by real property. In this case, all of the parties to this agreement must consent to submission of the Claim to arbitration.

(g) To the extent any Claims are not arbitrated, to the extent permitted by law the Claims shall be resolved in court by a judge without a jury, except any Claims which are brought in California state court shall be determined by judicial reference as described below.

(h) Any Claim which is not arbitrated and which is brought in California state court will be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice. The referee (or panel of referees) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 638 and the following related sections. The referee shall determine all issues, whether of fact or law, in accordance with existing California law and the California rules of evidence and civil procedure. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The award that results from the decision of the referee(s) will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644(a) and 645. The parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.

(i) This Dispute Resolution Provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration or judicial reference.

(j) Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of

class or representative action (the "Class Action Waiver"). The Class Action Waiver precludes any party from participating in or being represented in any class or representative action regarding a Claim. Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The parties to this agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

(k) By agreeing to binding arbitration or judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Claim is not arbitrated or submitted to judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

9. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary. The Pledgor hereby authorizes the Bank to file financing statements, without notice to the Pledgor, with all appropriate jurisdictions to perfect or protect the Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either the Pledgor or any other Person, shall be deemed to violate the rights of the Bank under the Uniform Commercial Code, as adopted in the State of California. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in the Bank's discretion.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance reasonably satisfactory to the Bank.

(d) This Agreement is governed by and shall be interpreted according to federal law and the laws of the State of California. If state or local law and federal law are inconsistent, or if state or local law is preempted by federal law, federal law governs. If the Bank has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Bank of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Pledgor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or

remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code as adopted and in effect in the State of California.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the actual out-of-pocket costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

(k) As stated in the preamble to this Agreement, the secured parties covered by this Agreement include BANA as well as Bank of America Corporation and its subsidiaries and affiliates. Such secured parties are collectively referred to as the "Bank." If, from time to time, any of the Indebtedness covered by this Agreement includes obligations to entities other than BANA, then BANA shall act as collateral agent for itself and all such other secured parties. Any financing statements, control agreements and other steps taken to perfect the security interests under this Agreement may be made solely in the name of BANA, without expressly disclosing BANA's role as collateral agent. Unless the context otherwise requires, each reference to "Bank" in this Agreement shall refer to each secured party covered by this Agreement. Any enforcement actions under this Agreement will be taken by BANA as collateral agent, unless otherwise agreed by BANA and one or more of the other secured parties. BANA shall have the right to apply proceeds of the Collateral against debts, obligations or liabilities constituting all or part of the Indebtedness in such order as BANA may determine in its sole discretion, unless otherwise agreed by BANA and one or more of the other secured parties.

(l) All Schedules attached hereto are incorporated by reference as if fully set forth herein.

10. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

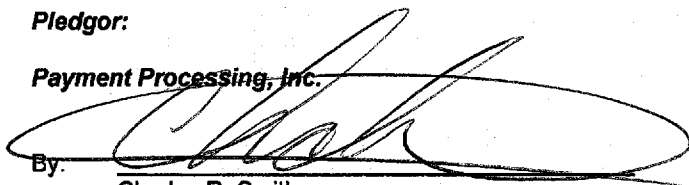
11. Amendment and Restatement of Prior Agreement. This Agreement is an amendment and restatement, in its entirety, of that certain Security Agreement (Multiple Use) entered into as of December 17, 2010, between the Bank and the Pledgor. Nothing in this Agreement shall be deemed to be a repayment or novation of the indebtedness, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Bank against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

[Signature Page Follows]

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Pledgor:

Payment Processing, Inc.

A large, stylized handwritten signature in black ink, appearing to read 'Charles R. Smith', is written over a horizontal line.

By.

Charles R. Smith
Chief Executive Officer

-Signature Page-
Amended and Restated
Security Agreement

TRADEMARK
REEL: 004830 FRAME: 0775

SCHEDULE 1(f)

LIST OF GENERAL INTANGIBLES


Payment Processing, Inc.

July 16, 2012


1. Goodwill associated with acquisition of Paradata.
2. Paymentech Portfolio
3. Discover Portfolio – Global
4. Sunrise POS
5. Patent listed in Schedule 4(l)
6. Trademarks listed in Schedule 4(l)

SCHEDULE 4(1)



SCHEDULE TRADEMARKS

MARK	Class and Description of Goods/Services	Jurisdiction	Registration Date	Affidavit of Use Filing Deadline	Renewal Date	Registration No.
PARADATA	35, 36	Canada	2/3/2006		2/2/2021	TMA657959
	Electronic commerce payment services, namely, establishing funded accounts used to purchase goods and services on the Internet; electronic processing and transmission of billing and payment data via the Internet; electronic payment processing services, credit card and debit card verification, payment transaction authentication and verification services, facilitating person-to-person payment services through electronic means via the Internet.					
PARADATA	42	Canada	12/16/1997		12/15/2012	TMA487051
	Data Processing services.					
"P" and Design	36, 38	Canada	7/15/2008		7/14/2023	TMA718,587
	Providing electronic processing and transmission of credit card transaction data and electronic payment data via a global computer network.					


SCHEDULE TRADEMARKS

MARK	Class and Description of Goods/Services	Jurisdiction	Registration Date	Affidavit of Use Filing Deadline	Renewal Date	Registration No.
PAYPROS	36	Canada	10/24/2011		10/23/2026	1495697
	Providing electronic processing of credit card transactions and electronic payments via a global computer network.					
"P" PAYMENT PROCESSING INCORPORATED and Design	36, 38	Canada	11/23/2007		11/22/2022	TMA701598
 Payment Processing INCORPORATED	Providing electronic processing and transmission of credit card transaction data and electronic payment data via a global computer network.					
PPI	36	United States	9/23/2008	9/23/2014	9/23/2018	3503799
	PROVIDING ELECTRONIC PROCESSING OF CREDIT CARD TRANSACTION DATA AND ELECTRONIC PAYMENT DATA VIA A GLOBAL COMPUTER NETWORK					
INNOVO	36	United States	Pending			SN85412907
	PROVIDING ELECTRONIC PROCESSING OF CREDIT CARD TRANSACTIONS AND ELECTRONIC PAYMENTS VIA A GLOBAL COMPUTER NETWORK					

SCHEDULE TRADEMARKS

MARK	Class and Description of Goods/Services	Jurisdiction	Registration Date	Affidavit of Use Filing Deadline	Renewal Date	Registration No.
PAYPROS	36	United States	6/15/2010	6/15/2016	6/15/2020	3803814
	PROVIDING ELECTRONIC PROCESSING OF CREDIT CARD TRANSACTIONS AND ELECTRONIC PAYMENTS VIA A GLOBAL COMPUTER NETWORK					
"P" and Design	36	United States	8/7/2007	8/7/2013	8/7/2017	3274553
	PROVIDING ELECTRONIC PROCESSING AND TRANSMISSION OF CREDIT CARD TRANSACTION DATA AND ELECTRONIC PAYMENT DATA VIA A GLOBAL COMPUTER NETWORK					
PPI PAYMOVER and Design	36	United States	3/28/2006	3/28/2012	3/27/2016	3074722
	PROVIDING ELECTRONIC PROCESSING AND TRANSMISSION OF CREDIT CARD TRANSACTION DATA AND ELECTRONIC PAYMENT DATA VIA A GLOBAL COMPUTER NETWORK					
PPI PAYMOVER	36	United States	3/28/2006	3/28/2012	3/28/2016	3074723
	PROVIDING ELECTRONIC PROCESSING AND TRANSMISSION OF CREDIT CARD TRANSACTION DATA AND ELECTRONIC PAYMENT DATA VIA A GLOBAL COMPUTER NETWORK					

SCHEDULE TRADEMARKS

MARK	Class and Description of Goods/Services	Jurisdiction	Registration Date	Affidavit of Use Filing Deadline	Renewal Date	Registration No.
PARADATA	40	United States	9/20/2005	9/20/2011	9/20/2015	2996682
	ELECTRONIC COMMERCE PAYMENT SERVICES, NAMELY, ESTABLISHING FUNDED ACCOUNTS USED TO PURCHASE GOODS AND SERVICES ON THE INTERNET; ELECTRONIC PROCESSING AND TRANSMISSION OF BILLING AND PAYMENT DATA VIA THE INTERNET; ELECTRONIC PAYMENT PROCESSING SERVICES, CREDIT CARD AND DEBIT CARD VERIFICATION, PAYMENT TRANSACTION AUTHENTICATION AND VERIFICATION SERVICES, FACILITATING PERSON-TO-PERSON PAYMENT SERVICES THROUGH ELECTRONIC MEANS VIA THE INTERNET					
PAYMENT PROCESSING INC. & Design	36	United States	12/13/2005	12/08/2011	12/13/2015	3027432
	PROVIDING ELECTRONIC PROCESSING AND TRANSMISSION OF CREDIT CARD TRANSACTION DATA AND ELECTRONIC PAYMENT DATA VIA A GLOBAL COMPUTER NETWORK					

SCHEDULE OF PATENTS

Global Integrated Payment Systems
 USPTO Publication Number US20030229590
 USPTO Application Number: 10317218
 Current US Class: 705/40
 Assigned to Payment Processing, Inc., January 6, 2006
 Prosecution of Patent Application has been abandoned.