TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Formerly	Execution Date	Entity Type	
	102/21/2014	LIMITED LIABILITY COMPANY: MINNESOTA	
		02/21/2014	

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3422504	BÄST	
Registration Number:	3719548	REDEEM HERE	
Registration Number:	3149419	DESTINATION REWARDS	
Registration Number:	3269253	REWARDS CASH	

CORRESPONDENCE DATA

900280958

Fax Number: 2149813400

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

via US Mail.

214-981-3483 Phone: dclark@sidley.com Email: Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Dallas, TEXAS 75201 Address Line 4:

36084-36960 ATTORNEY DOCKET NUMBER:

REEL: 005222 FRAME: 0063

TRADEMARK

NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		
Date:	02/21/2014		
Total Attachments: 4 source=Confirmatory Grant - DFS Trademarks#page1.tif source=Confirmatory Grant - DFS Trademarks#page2.tif source=Confirmatory Grant - DFS Trademarks#page3.tif source=Confirmatory Grant - DFS Trademarks#page4.tif			

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REEL: 005222 FRAME: 0064

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of February 21, 2014 by and from DELUXE FINANCIAL SERVICES, LLC, a Minnesota limited liability company ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, DELUXE CORPORATION, a Minnesota corporation ("Parent"), the Lenders and Grantee have entered into a Credit Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of Parent have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty").

WHEREAS, Grantor, Parent and certain other Subsidiaries of Parent (collectively, the "Loan Parties") have entered into a Pledge and Security Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the

TRADEMARK REEL: 005222 FRAME: 0065 Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

- (b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

DELUXE FINANCIAL SERVICES, LLC

3y:____

Name: 10// 0 Pelezas

Title: Vice President and Trescure

STATE OF Munocostr)

On February 21, 2014, before me, below at 1 Company Notary Public, personally appeared 1000 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

DEBORAH J. CRAMLET Notery Public Minnesota My Constribution Expires Jen 31, 2015 Paneus Calandet

Notary Public, State of Municiph

My Commission Expires: <u>January</u> さいないら

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

EXHIBIT A

SCHEDULE OF TRADEMARKS

Registered Owner	Trademark	Appln. No.	Appln. Date	Regn. No.	Regn. Date
Deluxe Financial Services, LLC	BÄST	77263692	8/24/2007	3422504	5/6/2008
Deluxe Financial					
Services, LLC	REDEEM HERE	77537111	8/1/2008	3719548	12/1/2009
Deluxe Financial	DESTINATION				
Services, LLC	REWARDS	78290261	8/21/2003	3149419	9/26/2006
Deluxe Financial					
Services, LLC	REWARDS CASH	78528065	12/7/2004	3269253	7/24/2007

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RECORDED: 02/21/2014