

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYNERGY DATA, LLC		05/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
PRIORITY PAYMENT SYSTEMS LLC		05/21/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2797089	CYNERGY DATA
Registration Number:	2822474	CYNERGY DATA
Registration Number:	2966052	
Registration Number:	3038842	VIMAS
Registration Number:	3625346	LUCY
Registration Number:	3585497	LET US CONNECT YOU
Registration Number:	3629546	LUCY GATEWAY
Registration Number:	3693782	CYNERGY HUB
Registration Number:	3588181	CYNERGY PROSPERITY PLUS
Registration Number:	3516054	CYNERGY
Registration Number:	4289613	VIMAS
Registration Number:	4289624	VIMAS CONTROL KNOWLEDGE SUCCESS
Registration Number:	4413167	CYRIS RISK
Serial Number:	85847398	VWALAA
Serial Number:	85847218	VWALAA!
Serial Number:	85847202	VWALAA SOLUTIONS
Serial Number:	85946549	PRIORITY PAYMENT SYSTEMS

CH \$440.00 2797089

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 4046028849*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 404-888-4204**Email:** kmorrison@hunton.com**Correspondent Name:** Kit Morrison c/o Hunton & Williams**Address Line 1:** 600 Peachtree Street NE, Suite 4100**Address Line 4:** Atlanta, GEORGIA 30308**ATTORNEY DOCKET NUMBER:** 65740.000114**NAME OF SUBMITTER:** Kit Morrison**SIGNATURE:** /Kit Morrison/**DATE SIGNED:** 05/23/2014**Total Attachments: 5**

source=tmsa#page1.tif

source=tmsa#page2.tif

source=tmsa#page3.tif

source=tmsa#page4.tif

source=tmsa#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of May 21, 2014, by CYNERGY DATA, LLC, a Delaware limited liability company and PRIORITY PAYMENT SYSTEMS LLC, a Georgia limited liability company (each, individually, a "**Grantor**", and, collectively, "**Grantors**"), in favor of GOLDMAN SACHS BANK USA ("**GSB**"), as collateral agent under the Credit Agreement described below (in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of May 21, 2014, by and among Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSB, as Administrative Agent, Collateral Agent, Syndication Agent, Documentation Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Lenders have agreed to make the Loans to Borrowers; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.
2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, each Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all of such Grantor's Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTORS:

CYNERGY DATA LLC

By: 

Name: John V. Priore

Title: President and Chief Executive Officer

PRIORITY PAYMENT SYSTEMS LLC

By: 

Name: John V. Priore

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS BANK USA




By: 

Name: **Stephen W. Hipp**


Title: **Authorized Signatory**

Schedule I

Trademark Registrations

GRANTOR	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
CYNERGY DATA, LLC	CYNERGY DATA	2797089	December 23, 2003
CYNERGY DATA, LLC	CYNERGY DATA	2822474	March 16, 2004
CYNERGY DATA, LLC		2966052	July 12, 2005
CYNERGY DATA, LLC	VIMAS	3038842	January 10, 2006
CYNERGY DATA, LLC	LUCY	3625346	May 26, 2009
CYNERGY DATA, LLC	LET US CONNECT YOU	3585497	March 10, 2009
CYNERGY DATA, LLC	LUCY GATEWAY	3629546	June 2, 2009
CYNERGY DATA, LLC	CYNERGY HUB	3693782	October 6, 2009
CYNERGY DATA, LLC	CYNERGY PROSPERITY PLUS	3588181	March 10, 2009
CYNERGY DATA, LLC	CYNERGY	3516054	October 14, 2008
CYNERGY DATA, LLC		4289613	February 12, 2013
CYNERGY DATA, LLC	 VIMAS CONTROL KNOWLEDGE SUCCESS	4289624	February 12, 2013
CYNERGY DATA, LLC	CYRIS RISK	4413167	October 8, 2013

Trademark Applications

GRANTOR	TRADEMARK	SERIAL NO.	FILING DATE
CYNERGY DATA, LLC	VWALAA	85/847398	February 12, 2013
CYNERGY DATA, LLC	VWALAA!	85/847218	February 12, 2013
CYNERGY DATA, LLC	VWALLA SOLUTIONS	85/847202	February 12, 2013
PRIORITY PAYMENT SYSTEMS LLC		85/946549	May 30, 2013

Trademark Licenses

N/A