

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vantiv, LLC		06/13/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	500 Stanton Christiana Rd Ops 2		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	19713		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86232813	VIABLE	
Serial Number:	86230610	MOBIMONEY	
Serial Number:	86230619	MOBICARD	
Serial Number:	86096447	SPRINGBOK	
Serial Number:	86096418	CARDEX	
Serial Number:	86079745	POWERING PREPAID	
Serial Number:	86068400	AGILE PREPAID	
Serial Number:	86044013	EMPLOYEE GIFT GIVING MADE EASY	
Serial Number:	86038882	VANTIV GAMING SOLUTIONS	
Serial Number:	86038904	VANTIV GAMING SOLUTIONS	
Serial Number:	86038916	VGS	
Serial Number:	86039016	THE LAST MILE IN PAYMENTS	
Serial Number:	86038906	VGS	
Serial Number:	85963022	EXCEEDING BY DESIGN	
Serial Number:	85963027	COO EXCEEDING,,, BY DESIGN	
Serial Number:	85963032	COO EXCEEDING,,, BY DESIGN	
Serial Number:	85963015	EXCEEDING BY DESIGN	
Registration Number:	4426114	JEANIE	
Registration Number:	4426117		

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2149813400

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: 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2001 Ross Avenue, Suite 3600**Address Line 4:** Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	60348-30020
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	07/29/2014
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Total Attachments: 5

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Trademark Collateral Agreement

This June 13, 2014, VANTIV, LLC (“*Debtor*”) with its principal place of business and mailing address at 8500 Governors Hill Drive, Cincinnati, Ohio 45249-1384, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to JPMORGAN CHASE BANK, N.A., a national banking association (the “*Agent*”), with its mailing address at 500 Stanton Christiana Rd Ops 2, Newark, DE 19713, acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Parties a first priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date (as defined in the Loan Agreement referred to in the Security Agreement) for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) Each trademark, trademark registration, and trademark application owned by the Debtor that is registered or the subject of a pending application with any United States federal government authority, other than to the extent the same constitutes Excluded Property, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement, dated as of June 13, 2014, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the “*Security Agreement*”). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VANTIV, LLC

By:



Name: Mark Heimboach

Title: Chief Financial Officer

Signature Page to Trademark Collateral Agreement

**TRADEMARK
REEL: 005331 FRAME: 0902**


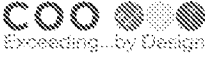

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A., a national banking
association, as Agent

By: 
Name: Ann B. Kerns
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARK REGISTRATION/APPLICATION NUMBERS

Title	Reg. No./ App. No.
VIABLE	86232813
MOBIMONEY	86230610
MOBICARD	86230619
SPRINGBOK	86096447
CARDEX	86096418
POWERING PREPAID	86079745
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VGS	86038906
EXCEEDING BY DESIGN	85963022
COO EXCEEDING BY DESIGN 	85963027
COO EXCEEDING BY DESIGN 	85963032
EXCEEDING BY DESIGN	85963015
JEANIE	4426114
<i>Design Only</i> 	4426117