

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wausau Financial Systems, Inc.		12/17/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4422404	RECEIVABLES360	
Registration Number:	4333036	DEPOSIT 24/7 RISK MONITORING	
Registration Number:	4333037	DEPOSIT 24/7 BRANCH	
Registration Number:	4444265	DEPOSIT 24/7 LOCKBOX	
Registration Number:	4333033	DEPOSIT 24/7 MERCHANT	
Registration Number:	4333034	DEPOSIT 24/7 CONSUMER	
Registration Number:	4333035	DEPOSIT 24/7 MOBILE	
Registration Number:	4169463	DEPOSIT 24/7 CONSUMER	
Registration Number:	4173168	DEPOSIT 24/7 SUITE	
Registration Number:	4173169	DEPOSIT 24/7 MERCHANT	
Registration Number:	4173170	DEPOSIT 24/7 MOBILE	
Registration Number:	4173171	DEPOSIT 24/7 RISK MONITORING	
Registration Number:	4173172	DEPOSIT 24/7 LOCKBOX	
Registration Number:	4173173	DEPOSIT 24/7 BRANCH	
Registration Number:	3917524	WEBIMAGEBRANCH	
Registration Number:	3838551	WEBIMAGEBRANCH	
Registration Number:	3713523	IMAGERPS	
Registration Number:	3592451	E-POD	
Registration Number:	2993118	INTEGRAPAY	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	2698755	IMAGETELLER
Registration Number:	2563117	WAUSAU FINANCIAL SYSTEMS
Registration Number:	2551955	W
Registration Number:	2468696	OPTIMA3

**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:	36084-36960
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/18/2014

**Total Attachments: 5**

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**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 December 17, 2014 by and from WAUSAU FINANCIAL SYSTEMS, INC., a Wisconsin corporation ("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 has entered into a joinder to the 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 Exhibit A attached hereto (the "Trademarks"), 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) Definitions. 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 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) Counterparts. 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) Governing Law. 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.

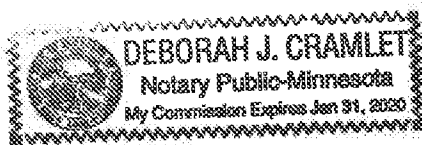
WAUSAU FINANCIAL SYSTEMS, INC.

By: [Signature]  
Name: Kerry D. Peterson  
Title: Vice President + Treasurer

STATE OF Minnesota )  
Ramsey COUNTY )

On December 16, 2014, before me, Deborah J. Cramlet, Notary Public, personally appeared Kerry D. Peterson, 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

Notary Public, State of Minnesota


My Commission Expires: January 31, 2020

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**EXHIBIT A**

**SCHEDULE OF TRADEMARKS**

<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
RECEIVABLES360	85433792 28-SEP-2011	4422404 22-OCT-2013	Registered
DEPOSIT 24/7 RISK MONITORING	85382127 27-JUL-2011	4333036 07-MAY-2013	Registered Supplemental Register
DEPOSIT 24/7 BRANCH	85382185 27-JUL-2011	4333037 07-MAY-2013	Registered Supplemental Register
DEPOSIT 24/7 LOCKBOX	85382157 27-JUL-2011	4444265 03-DEC-2013	Registered
DEPOSIT 24/7 MERCHANT	85382079 27-JUL-2011	4333033 07-MAY-2013	Registered Supplemental Register
DEPOSIT 24/7 CONSUMER	85382096 27-JUL-2011	4333034 07-MAY-2013	Registered Supplemental Register
DEPOSIT 24/7 MOBILE	85382111 27-JUL-2011	4333035 07-MAY-2013	Registered Supplemental Register
DEPOSIT 24/7 CONSUMER	85381948 27-JUL-2011	4169463 03-JUL-2012	Registered Supplemental Register
DEPOSIT 24/7 SUITE	85381922 27-JUL-2011	4173168 10-JUL-2012	Registered Supplemental Register
DEPOSIT 24/7 MERCHANT	85381936 27-JUL-2011	4173169 10-JUL-2012	Registered Supplemental Register
DEPOSIT 24/7 MOBILE	85381959 27-JUL-2011	4173170 10-JUL-2012	Registered Supplemental Register
DEPOSIT 24/7 RISK MONITORING	85381969 27-JUL-2011	4173171 10-JUL-2012	Registered Supplemental Register
DEPOSIT 24/7 LOCKBOX	85381983 27-JUL-2011	4173172 10-JUL-2012	Registered Supplemental Register
DEPOSIT 24/7 BRANCH	85381995 27-JUL-2011	4173173 10-JUL-2012	Registered Supplemental Register
WEBIMAGEBRANCH  WebImageBranch	77612109 11-NOV-2008	3917524 08-FEB-2011	Registered
WEBIMAGEBRANCH  WebImageBranch	77612164 11-NOV-2008	3838551 24-AUG-2010	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
IMAGERPS <b>ImageRPS</b>	77523371 16-JUL-2008	3713523 17-NOV-2009	Registered Supplemental Register
E-POD <b>e-POD</b>	77331218 16-NOV-2007	3592451 17-MAR-2009	Registered
INTEGRAPAY	78243163 29-APR-2003	2993118 06-SEP-2005	Registered
IMAGETELLER	78051637 06-MAR-2001	2698755 18-MAR-2003	Renewed
WAUSAU FINANCIAL SYSTEMS	76069245 13-JUN-2000	2563117 23-APR-2002	Renewed Section 2(F)
W 	76069248 13-JUN-2000	2551955 26-MAR-2002	Renewed
OPTIMA3 <b>OPTIMA<sup>3</sup></b>	75464884 09-APR-1998	2468696 17-JUL-2001	Renewed