\$90.00 3078₄

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
Valutec Card Solutions, LLC		11/01/2007	LIMITED LIABILITY
Valuted Card Solutions, LEC		1 1/0 1/2007	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	P.O. Box 2558	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77252	
Entity Type:	National Banking Association:	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3078471	JUMPSTART
Registration Number:	3078472	LAUNCHBOX
Registration Number:	2905072	VALUTEC

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1326

NAME OF SUBMITTER: Mindy M. Lok

TRADEMARK

REEL: 003658 FRAME: 0502

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Signature:	/ml/
Date:	11/09/2007
Total Attachments: 5 source=VtecTSI#page1.tif source=VtecTSI#page2.tif source=VtecTSI#page3.tif source=VtecTSI#page4.tif source=VtecTSI#page5.tif	

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 1, 2007 is made by VALUTEC CARD SOLUTIONS, LLC, a Delaware limited liability company, located at 4900 West Brown Deer Road, Milwaukee, WI 53223 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among METAVANTE CORPORATION ("Borrower"), METAVANTE TECHNOLOGIES, INC. ("Holdings"), the Lenders and the Agent.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "<u>Collateral</u>"), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance when due of the Obligations.

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TRADEMARK REEL: 003658 FRAME: 0504 SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be thely executed and delivered by their respective efficies on this 1, day of November, 2007.

JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders

By:__ Name: Title:

William P. Rindfu

Vice President

[Signature Page - Short Form Tradetant's Agreement]

TRADEMARK

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ADVANCED FINANCIAL SOLUTIONS, INC. ADMINISOURCE COMMUNICATIONS, INC. BRASFIELD TECHNOLOGY, LLC ENDPOINT EXCHANGE LLC GHR SYSTEMS, INC. **KIRCHMAN CORPORATION** LINK2GOV CORP. MBI BENEFITS, INC. METAVANTE ACQUISITION COMPANY II LLC METAVANTE OPERATIONS RESOURCES CORPORATION NYCE PAYMENTS NETWORK, LLC PRIME ASSOCIATES, INC. PRINTING FOR SYSTEMS, INC. TREEV LLC VALUTEC CARD SOLUTIONS, LLC VECTORSOI, INC. VICOR, INC.

Name: Norrie J. Daroga

Title: Secretary

[Signature Page - Sheet Form Tondennesk Agreement]

TRADEMARK

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SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. (App.) No.	Issue (Filing) Date
JUMPSTART	3,078,471	04/11/2006
LAUNCHBOX	3,078,472	04/11/2006
VALUTEC	2,905,072	11/23/2004

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RECORDED: 11/09/2007

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