

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

Current Report Pursuant  
to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported)  
June 26, 2012

**World Financial Network Credit Card Master Note Trust**

*(Issuing Entity)*

**World Financial Network Credit Card Master Trust**

*(Issuer of Collateral Certificate)*

**WFN Credit Company, LLC**

*(Depositor/Registrant)*

**World Financial Network Bank**

*(Sponsor)*

*(Exact Name of Issuing Entity, Issuer of Collateral Certificate, Depositor/Registrant and Sponsor as Specified in their respective Charters)*

**Delaware**

*(State or Other Jurisdiction of Incorporation of Issuing Entity and Registrant)*

**333-166240, 333-166240-01**

*(Commission File Numbers for Registrant and Issuing Entity,  
respectively)*

**31-1772814**

*(Registrants' I.R.S. Employer Identification Nos. for Registrant)*

**3100 Easton Square Place, #3108, Columbus, Ohio**

*(Address of Principal Executive Offices of Registrant)*

**43219**

*(Zip Code)*

**(614) 729-5044**

*(Registrant's Telephone Number, Including Area Code)*

**Not Applicable**

*(Former Name or Former Address, if Changed Since Last Report)*

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement**

On June 26, 2012, The Bank of New York Trust Company, N.A. (“BNYTC”) resigned, and Union Bank, National Association was appointed, as trustee under the Second Amended and Restated Pooling and Servicing Agreement, dated as of August 1, 2001, and as indenture trustee under the Master Indenture, dated as of August 1, 2001. In connection with such resignation and appointment, the following documents were executed:

- On June 26, 2012, the Bank, as administrator, Note Trust, as issuer, BNYTC and Union Bank, National Association entered into the Agreement of Resignation, Appointment and Acceptance, a copy of which is filed with this Form 8-K as Exhibit 4.1.
- On June 26, 2012, WFN Credit, as transferor, BNYTC and Union Bank, National Association entered into the Agreement of Resignation, Appointment and Acceptance, a copy of which is filed with this Form 8-K as Exhibit 4.2.
- On June 26, 2012, WFN Credit, as transferor, and Union Bank, National Association, as trustee, executed Collateral Certificate No. 3 in the name of Union Bank, National Association, as indenture trustee, a copy of which is filed with this Form 8-K as Exhibit 4.3.

**Item 6.02. Change of Servicer or Trustee.**

Pursuant to the Agreements of Resignation, Appointment and Acceptance, filed with this Form 8-K as Exhibits 4.1 and 4.2, BNYTC resigned, and Union Bank, National Association was appointed, as trustee under the Second Amended and Restated Pooling and Servicing Agreement, dated as of August 1, 2001, and as indenture trustee under the Master Indenture, dated as of August 1, 2001.

Union Bank, National Association will be the indenture trustee under the indenture. Union Bank, National Association is a national banking association and its corporate trust office is located at 551 Madison Avenue, New York, New York 10022.

Union Bank, National Association is a national banking association with trust powers and can trace its roots to 1864. Union Bank, National Association is one of the 25 largest banks in the United States and is the primary subsidiary of UnionBankCal Corporation which is a wholly-owned subsidiary of The Bank of Tokyo-Mitsubishi UFJ, Ltd. The Bank of Tokyo-Mitsubishi UFJ, Ltd. is a wholly-owned subsidiary of Mitsubishi UFJ Financial Group, Inc.

Union Bank, National Association and its predecessors have nearly 85 years of experience in corporate trust and agency services including roles as collateral agent, depository, indenture trustee, owner trustee and escrow agent. Union Bank, National Association has, since 1997, acted as indenture trustee on a number of asset-backed transactions involving pools of various asset types, including acting as indenture trustee on several auto loan securitization transactions. Union Bank, National Association has acted as trustee of credit card receivables backed securities since 2006. As of June 1, 2012, Union Bank, National Association was acting as trustee on one issuance of credit card receivables backed securities.

---

The indenture trustee's liability in connection with the issuance and sale of the notes is limited solely to the express obligations of the indenture trustee described in the trust documents.

**Item 9.01. Financial Statements and Exhibits.**

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

<b><u>Exhibit No.</u></b>	<b><u>Document Description</u></b>
Exhibit 4.1	Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012
Exhibit 4.2	Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012
Exhibit 4.3	Collateral Certificate No. 3, dated as of June 26, 2012

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**WFN CREDIT COMPANY, LLC as depositor**

Date: June 26, 2012

By: /s/ Ronald Reed  
Name: Ronald Reed  
Title: Assistant Treasurer

---

## EXHIBIT INDEX

<b><u>Exhibit No.</u></b>	<b><u>Document Description</u></b>
Exhibit 4.1	Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012
Exhibit 4.2	Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012
Exhibit 4.3	Collateral Certificate No. 3, dated as of June 26, 2012

**AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE**

This Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012 (this "Agreement"), is made by and among World Financial Network Bank, as administrator (the "Administrator"), World Financial Network Credit Card Master Note Trust, as issuer (the "Issuer"), The Bank of New York Mellon Trust Company, N.A., a national banking association ("BNYM"), and Union Bank, N.A., a national banking association ("Union Bank").

**RECITALS:**

**WHEREAS**, the Issuer and BNYM entered into one or more trust indentures, paying agency agreements, registrar agreements, or other relevant agreements, as such are more particularly described in Exhibit A (the "Exhibit") under the section entitled "Agreements" (such agreements, individually and collectively referred to herein, together with all Transaction Documents (as defined in the Master Indenture referenced in the Exhibit) to which BNYM is a party, as the "Agreements") under which BNYM was appointed in the capacity or capacities identified in the Exhibit (individually and collectively the "Capacities");

**WHEREAS**, the Administrator desires to appoint Union Bank as the successor to BNYM in its Capacities under the Agreements; and

**WHEREAS**, Union Bank is willing to accept such appointment as the successor to BNYM in its Capacities under the Agreements;

**NOW, THEREFORE**, the parties hereto, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

**ARTICLE I**

**BNYM**

**SECTION 1.01.** BNYM hereby resigns from its Capacities under the Agreements.

**SECTION 1.02.** BNYM hereby assigns, transfers, delivers and confirms to Union Bank all right, title and interest of BNYM in its Capacities relating to the Agreements. BNYM hereby authorizes the filing of such financing statements as the Administrator shall deem necessary or desirable to assign such right, title and interest of BNYM under the Agreements to Union Bank.

**SECTION 1.03.** BNYM hereby certifies that on or prior to the Effective Date specified in the Exhibit, it has delivered the Collateral Certificate (as defined in the Master Indenture (as defined in the Exhibit)) to Union Bank, as successor Trustee of the Pooling and Servicing Agreement, at the following address: 1251 Avenue of Americas, 19th Floor, New York, NY 10020 Attention: Eva Aryeetey.

**ARTICLE II**

**THE ISSUER AND THE ADMINISTRATOR**

**SECTION 2.01.** The Issuer hereby accepts the resignation of BNYM from its Capacities under the Agreements.

**SECTION 2.02.** All conditions relating to the appointment of Union Bank as the successor to BNYM in its Capacities under the Agreements have been met by the Administrator, and the Administrator hereby appoints Union Bank to its Capacities under the Agreements with like effect as if originally named to such Capacities under the Agreements.

**ARTICLE III**

**UNION BANK**

**SECTION 3.01.** Union Bank hereby represents and warrants to BNYM, the Issuer and the Administrator that Union Bank is qualified to act in the Capacities under the Agreements.

**SECTION 3.02.** Union Bank hereby accepts its appointment to the Capacities under the Agreements and accepts and assumes the rights, powers, duties and obligations of BNYM under the Agreements, upon the terms and conditions set forth therein, with like effect as if originally named to such Capacities under the Agreements.

**SECTION 3.03.** Union Bank hereby certifies that on or prior to the Effective Date specified in the Exhibit, it has received the Collateral Certificate (as defined in the Master Indenture (as defined in the Exhibit)) from BNYM.

**ARTICLE IV**

**MISCELLANEOUS**

**SECTION 4.01.** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of 12:01 A.M. local New York time on the Effective Date set forth in the Exhibit.

**SECTION 4.02.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

**SECTION 4.03.** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

---

**SECTION 4.04.** The persons signing this Agreement on behalf of the Issuer, the Administrator, Union Bank and BNYM are duly authorized to execute it on behalf of the each party, and each party warrants that it is authorized to execute this Agreement and to perform its duties hereunder.

**SECTION 4.05.** Notwithstanding any other provision herein or elsewhere, this Agreement has been executed and delivered by U.S. Bank Trust National Association, not in its individual capacity, but solely in its capacity as Owner Trustee of the Issuer, in no event shall U.S. Bank Trust National Association in its individual capacity have any liability in respect of the representations, warranties, or obligations of the Issuer hereunder or under any other document, as to all of which recourse shall be had solely to the assets of the Issuer, and for all purposes of this Agreement and each other document, the Owner Trustee (as such or in its individual capacity) shall be subject to, and entitled to the benefits of, the terms and provisions of the Trust Agreement (as defined in the Master Indenture referenced in the Exhibit).

---

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

**World Financial Network Credit Card Master Note Trust, as Issuer**  
**By: U.S. Bank Trust National Association, not in its individual capacity**  
**but solely as Owner Trustee under the Trust Agreement**

By: /s/ Annette Morgan  
Name: Annette Morgan  
Title: Assistant Vice President

**World Financial Network Bank, as Administrator**

By: /s/ Timothy P. King  
Name: Timothy P. King  
Title: President

**The Bank of New York Mellon Trust Company, N.A.**

By: /s/ David Hill  
Name: David Hill  
Title: Vice President

**Union Bank, N.A.**

By: /s/ Eva Aryeetey  
Name: Eva Aryeetey  
Title: Vice President

Acknowledged and Accepted:

**World Financial Network Bank, as Servicer**

By: /s/ Timothy P. King

Name: Timothy P. King

Title: President

---

EXHIBIT A

Effective Date: June 26, 2012

Agreement(s):

Description of relevant Agreement & Date (each as amended, modified or supplemented from time to time)	The Bank of New York Mellon Trust Company, N.A.'s Capacity(s)
Master Indenture, dated as of August 1, 2001 (the "Master Indenture"), between Issuer and BNYM, as supplemented by each of the following :	Indenture Trustee, Transfer Agent and Registrar, Paying Agent
Series 2006-A Indenture Supplement, dated as of April 17, 2006, between Issuer and BNYM	
Series 2009-B Indenture Supplement, dated as of August 13, 2009, between Issuer and BNYM	
Series 2009-D Indenture Supplement, dated as of August 13, 2009, between Issuer and BNYM	
Third Amended and Restated Series 2009-VFN Indenture Supplement, dated as of June 13, 2012, between Issuer and BNYM	
Series 2010-A Indenture Supplement, dated as of July 8, 2010, between Issuer and BNYM	
Series 2011-A Indenture Supplement, dated as of November 9, 2011, between Issuer and BNYM	
Series 2011-B Indenture Supplement, dated as of November 9, 2011, between Issuer and BNYM	
Series 2012-A Indenture Supplement, dated as of April 12, 2012, between Issuer and BNYM	

---

**AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE**

This Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012 (this "Agreement"), is made by and among WFN Credit Company, LLC, as transferor under the Pooling Agreement referenced in Exhibit A (the "Transferor"), The Bank of New York Mellon Trust Company, N.A., a national banking association ("BNYM"), and Union Bank, N.A., a national banking association ("Union Bank").

**RECITALS:**

**WHEREAS**, the Transferor and BNYM entered into one or more trust indentures, paying agency agreements, registrar agreements, or other relevant agreements as such are more particularly described in Exhibit A (the "Exhibit") under the section entitled "Agreements" (such agreements, individually and collectively referred to herein, together with all Transaction Documents (as defined in the Pooling Agreement referenced in the Exhibit) to which BNYM is a party, as the "Agreements") under which BNYM was appointed in the capacity or capacities identified in the Exhibit (individually and collectively the "Capacities");

**WHEREAS**, the Transferor desires to appoint Union Bank as the successor to BNYM in its Capacities under the Agreements; and

**WHEREAS**, Union Bank is willing to accept such appointment as the successor to BNYM in its Capacities under the Agreements;

**NOW, THEREFORE**, the parties hereto, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

**ARTICLE I**  
**BNYM**

**SECTION 1.01.** BNYM hereby resigns from its Capacities under the Agreements.

**SECTION 1.02.** BNYM hereby assigns, transfers, delivers and confirms to Union Bank all right, title and interest of BNYM in its Capacities relating to the Agreements. BNYM hereby authorizes the filing of such financing statements as the Transferor shall deem necessary or desirable to assign such right, title and interest of BNYM under the Agreements to Union Bank.

---

**ARTICLE II**  
**THE TRANSFEROR**

**SECTION 2.01.** The Transferor hereby accepts the resignation of BNYM from its Capacities under the Agreements.

**SECTION 2.02.** All conditions relating to the appointment of Union Bank as the successor to BNYM in its Capacities under the Agreements have been met by the Transferor, and the Transferor appoints Union Bank to its Capacities under the Agreements with like effect as if originally named to such Capacities under the Agreements.

**ARTICLE III**  
**UNION BANK**

**SECTION 3.01.** Union Bank hereby represents and warrants to BNYM, the Transferor and World Financial Network Credit Card Master Trust that Union Bank is qualified to act in the Capacities under the Agreements.

**SECTION 3.02.** Union Bank hereby accepts its appointment to the Capacities under the Agreements and accepts and assumes the rights, powers, duties and obligations of BNYM under the Agreements, upon the terms and conditions set forth therein, with like effect as if originally named to such Capacities under the Agreements.

**SECTION 3.03.** Upon Union Bank's appointment to the Capacities under the Agreements and receipt of the existing Collateral Certificate (as defined in the Collateral Supplement (as defined in the Exhibit)), Union Bank shall cancel the existing Collateral Certificate, authenticate a replacement Collateral Certificate in the name of "Union Bank, N.A.", and deliver such replacement Collateral Certificate to Union Bank, as indenture trustee.

**ARTICLE IV**  
**MISCELLANEOUS**

**SECTION 4.01.** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of 12:01 A.M. local New York time on the Effective Date set forth in the Exhibit.

**SECTION 4.02.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

**SECTION 4.03.** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or

---

other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

**SECTION 4.04.** The persons signing this Agreement on behalf of the Transferor, Union Bank and BNYM are duly authorized to execute it on behalf of the each party, and each party warrants that it is authorized to execute this Agreement and to perform its duties hereunder.

---

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

**WFN Credit Company, LLC**

By: /s/ Ronald C. Reed

Name: Ronald C. Reed

Title: Assistant Treasurer

**The Bank of New York Mellon Trust Company, N.A.**

By: /s/ David Hill

Name: David Hill

Title: Vice President

**Union Bank, N.A.**

By: /s/ Eva Aryeetey

Name: Eva Aryeetey

Title: Vice President

Acknowledged and Accepted:

**World Financial Network Bank**

By: /s/ Timothy P. King

Name: Timothy P. King

Title: President

---

EXHIBIT A

Effective Date: June 26, 2012

Agreements:

<u>Description of relevant Agreement &amp; Date</u>	<u>The Bank of New York Mellon Trust Company, N.A.'s Capacities</u>
Second Amended and Restated Pooling and Servicing Agreement, as amended and restated a second time on August 1, 2001, between WFN Credit Company, LLC, World Financial Network National Bank and BNYMTC, as amended, supplemented or otherwise modified from time to time, as supplemented by the Collateral Series Supplement, dated as of August 21, 2001 (the " <u>Collateral Supplement</u> "), between WFN Credit Company, LLC, World Financial Network National Bank and BNYMTC, as amended, supplemented or otherwise modified from time to time.	Trustee, Transfer Agent and Registrar, Paying Agent

## COLLATERAL CERTIFICATE

No.3

WORLD FINANCIAL NETWORK CREDIT CARD MASTER TRUST  
COLLATERAL CERTIFICATE

Evidencing an undivided interest in the World Financial Network Credit Card Master Trust, the corpus of which consists of a portfolio of receivables created under credit card accounts originated by World Financial Network Bank (formerly known as World Financial Network National Bank, "WFN") and other assets and interests constituting the trust under the Pooling and Servicing Agreement described below.

(Not an interest in or obligation of WFN)

This certifies that Union Bank, N.A. (the "Certificateholder") is the registered owner of an undivided interest in a trust (the "Trust"), the corpus of which consists of a portfolio of receivables (the "Receivables") now existing or hereafter created under selected credit card accounts originated by WFN and transferred to the Trust, all monies due or to become due with respect thereto and the other assets and interests constituting the Trust pursuant to the Second Amended and Restated Pooling and Servicing Agreement, dated as of August 1, 2001, as amended and supplemented, including by the Collateral Series Supplement, dated as of August 21, 2001 (collectively, the "Pooling and Servicing Agreement"), among WFN Credit Company, LLC, as Transferor, WFN, as Servicer, and Union Bank, N.A. (successor to The Bank of New York Mellon Trust Company, N.A.), as trustee.

THIS COLLATERAL CERTIFICATE DOES NOT REPRESENT AN OBLIGATION OF, OR AN INTEREST IN, WFN, AND NONE OF THIS CERTIFICATE, THE RECEIVABLES AND THE ACCOUNTS IS INSURED OR GUARANTEED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY. THIS COLLATERAL CERTIFICATE IS LIMITED IN RIGHT OF PAYMENT TO CERTAIN COLLECTIONS RESPECTING THE RECEIVABLES, ALL AS MORE SPECIFICALLY SET FORTH IN THE POOLING AND SERVICING AGREEMENT.

To the extent not defined herein, capitalized terms used herein have the meanings assigned in the Pooling and Servicing Agreement. This Collateral Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement, as amended from time to time, the Certificateholder by virtue of its acceptance hereof assents and by which the Certificateholder is bound.

---

This Certificate represents series of Certificates entitled "World Financial Network Credit Card Master Trust Collateral Certificates" (the "Collateral Certificates"), which represents an undivided interest in the Trust.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual or facsimile signature of a duly authorized signatory, this Certificate shall not be entitled to any benefit under the Pooling and Servicing Agreement or be valid for any purpose.

---

IN WITNESS WHEREOF, the Transferor has caused this Collateral Certificate to be duly executed under its official seal.

WFN CREDIT COMPANY, LLC

By: /s/ Ronald Reed  
Authorized Officer

Dated June 26, 2012

---

Trustee's Certificate of Authentication

This is one of the Collateral Certificates referred to in the within-mentioned Pooling and Servicing Agreement.

UNION BANK, N.A.,  
as Trustee

By: /s/ Eva Aryeetey \_\_\_\_\_  
Authorized Officer

Dated: June 26, 2012

---