

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Temenos Holdings N.V.		02/24/2004	CORPORATION: NETHERLANDS ANTILLES

RECEIVING PARTY DATA	
Name:	Deutsche Bank Luxembourg S.A., as Security Trustee
Street Address:	2, Boulevard Konrad Adenauer
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1115
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Serial Number:	76320792	TEMENOS E-MERGE
Serial Number:	76320603	TEMENOS RADAR
Serial Number:	76320602	TOMS
Serial Number:	76320600	TEMENOS EMERGE
Serial Number:	76221063	JBASE
Serial Number:	76221062	JBASE
Serial Number:	75729792	TEMENOS
Serial Number:	75729791	TCF TEMENOS CLIENT FORUM
Serial Number:	75729790	TEMENOS GLOBUS
Serial Number:	75729789	

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-878-8000

CH \$265.00 76320792

Email: trademark.group@cliffordchance.com  
Correspondent Name: Melissa Scanzillo  
Address Line 1: 31 West 52nd Street  
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:

7095/10

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Melissa Scanzillo

**Total Attachments: 5**

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THIS PLEDGE AGREEMENT IS MADE THE 24 DAY OF FEBRUARY 2004 BY:

- (1) TEMENOS HOLDINGS N.V. , domiciled in the Netherlands Antilles (the “Pledgor”);  
and
- (2) DEUTSCHE BANK LUXEMBOURG S.A. as Security Trustee (the “Pledgee”).

**WHEREAS:**

- (A) Pursuant to a USD 25,000,000 revolving credit and guarantee facilities agreement, dated 19 February 2004 and made between Temenos Holdings N.V. as Borrower, Temenos Group AG as Parent Guarantor, Deutsche Bank AG as Arranger, Original Issuing Bank and Fronting Bank, certain financial institutions as Facility Providers and Deutsche Bank Luxembourg S.A. as Agent, Original Lender and Security Trustee (this agreement, as such agreement may be extended, restated, prolonged, supplemented, renewed or novated from time to time, is herein referred to as the “**Facilities Agreement**”), the Facility Providers will make available facilities to the Pledgor; and
- (B) It is a condition for the Facility Providers for making and continuing to make the facilities under the Facilities Agreement available to the Pledgor that security will be granted for the performance of all of its obligations pursuant to the Facilities Agreement, comprising *inter alia* a right of pledge over all Intellectual Property Rights (as defined below), as well as over all Licenses (as defined below), of the Pledgor and the Pledgor wishes to pledge these rights to the Pledgee.

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

Save as expressly herein defined otherwise, capitalized terms defined and non-capitalized terms construed or interpreted in the Facilities Agreement shall have the same meaning herein.

In this agreement:

“**Encumbrances**” means any and all charges, liens, encumbrances and rights whatsoever, including, without limitation, security rights (*zekerheidsrechten*), other rights in rem (*zakenrechtelijke rechten*) and attachments (*beslagen*).

1.2.2 The parties acknowledge that, save as indicated in Clauses 2.5 (h) and 2.5 (i), solely in connection with the creation of rights of pledge hereunder or pursuant hereto, the Pledgee (i) acts in its own name and not as representative of the other Secured Parties, the Facility Providers or any of them, and, consequently and (ii) the Pledgee becomes the sole pledgee hereunder and pursuant hereto. Without prejudice to the immediately preceding sentence the parties agree that the provisions of the other Finance Documents in respect of the Security Trustee apply to the Pledgee as pledgee *mutatis mutandis* for the duration of the other Finance Documents.

1.2.3 The Pledgor hereby agrees with the Pledgee and hereby undertakes that the Pledgor shall grant and continue to grant to the Pledgee the rights of pledge purported to be granted under or pursuant to this Pledge Agreement.

## 2. PLEDGE

### 2.1 Pledge

2.1.1 By way of security for the payment of the Secured Obligations the Pledgor hereby pledges as a first priority right of pledge to the Pledgee, free from any Encumbrances, all the Pledgor's title and interest in and to each of the Intellectual Property Rights and the Licenses, including, but not limited thereto, the benefit of all present and future royalties payable to the Pledgor arising under Licenses and/or sub-Licenses in respect of the Intellectual Property Rights, to the extent that such Licenses do not by their terms prohibit the pledging of such license rights, which pledge is hereby accepted by the Pledgee. For the avoidance of doubt, the parties, if and to the extent required under applicable laws, agree and declare that the Intellectual Property Rights and Licenses pledged hereunder encompass, but are not limited to, all Intellectual Property Rights and Licenses that can now or hereafter be identified on the basis of the Pledgor's books, records, data carriers and other documents.

2.1.2 The Pledgor hereby undertakes to pledge as a first priority right of pledge as security for the payment of the Secured Obligations its title and interest in and to each of the Intellectual Property Rights and the Licenses, including, but not limited thereto, the benefit of all royalties payable to the Pledgor arising under Licenses and/or sub-Licenses in respect of the Intellectual Property Rights, insofar and to the extent such title and interests and benefit have not been effectively pledged under Clause 2.1.1 because either (i) such title and interests and benefit are insufficiently determinable or (ii) they do not meet the requirements for pledgeability as set forth in Article 239, paragraph 1, of Book 3 of the Civil Code of the Netherlands Antilles, if and to the extent such requirements apply to such title and interests and benefit.

15.2 Any costs incurred by the Pledgor in complying with any of its obligations under this Pledge Agreement shall be borne by the Pledgor.

16. RESCISSION

The parties hereto waive the right to seek (partly) rescission of this Pledge Agreement on whatever grounds.

17. GOVERNING LAW AND FORUM

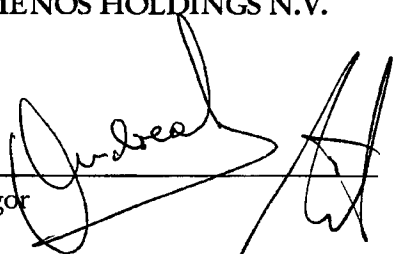
17.1 This Pledge Agreement is governed by, and shall be construed in accordance with, the laws of the Netherlands Antilles, and as far as it concerns assets registered, located or deemed to be located in, other jurisdictions and provided that the laws of such other jurisdictions should be applied irrespective of the fact that the parties agreed that the laws of the Netherlands Antilles shall govern this Pledge Agreement, this Pledge Agreement shall be governed by and shall be construed in accordance with the laws of such jurisdictions.

17.2 For the exclusive benefit of the Pledgee, the Pledgor hereby submits to the non-exclusive jurisdiction of the competent court of the Netherlands Antilles. The submission to the said jurisdiction shall not (and shall not be construed so as to) limit the right of the Pledgee to take proceedings against the Pledgor in whatsoever jurisdiction it shall deem fit nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

This Pledge Agreement has been entered into by the Parties on the date stated at the beginning of this Pledge Agreement.

TEMENOS HOLDINGS N.V.

DEUTSCHE BANK LUXEMBOURG S.A.

  
Pledgor

\_\_\_\_\_  
Pledgee

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**TEMENOS HOLDINGS N.V.**

**DEUTSCHE BANK LUXEMBOURG S.A.**

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Pledgor

  
Pledgee

<u>COUNTRY</u>	<u>STATUS TRADEMARKS</u>	DURATION /EXPIRATION/ RENEWAL DATES of the registered trademarks
	<b>TEMENOS RADAR</b>	11149: 16.09.2009 <b>TCF TEMENOS CLIENT FORUM &amp; logo</b> :SM 11146 16'09.2009 <b>jBase Logo</b> : TM167850 20.09.2011 <b>TEMENOS jBase</b> TM167709 20.09.2011 <b>TOMS &amp; Logo</b> (SM18467/ SM18477)) 20.09.2011
USA	All registered except for undergoing applications <b>TOMS &amp; logo</b> <b>TEMENOS GLOBUS</b> <b>TCF TEMENOS CLIENT FORUM &amp; logo</b> <b>TEMENOS RADAR</b> TEMENOS eMerge	<b>jBase</b> 2563523 22.04.2012 BUT AFFIDAVIT OF CONTINUED USE BETWEEN 23.04.2007 AND 21.04.2008 <b>jBase Logo</b> 28.05.2012 BUT AFFIDAVIT OF CONTINUED USE BETWEEN 29.05.2007 AND 27.05.2008 <b>Logo</b> 26.08.2012 BUT AFFIDAVIT OF CONTINUED USE BETWEEN 27.08.2007 AND 26.08.2008 <b>TEMENOS &amp; LOGO</b> 08.10.2012 BUT AFFIDAVIT OF CONTINUED USE BETWEEN 08.10.2007 AND 08.10.2008
CHINA	All registered <u>Abandoned</u> <b>jBase</b> (24.07.02)	<b>TEMENOS GLOBUS</b> (1658438) 27.10.2011 : <b>TEMENOS GLOBUS in Chinese</b> (1658439) 27.10.2011 : <b>TEMENOS in Chinese :</b> (1703730) 20.01.2012 <b>Logo:</b> (1703762) 20.01.2012 <b>TEMENOS &amp; Logo</b> (1703763) 20.01.2012 <b>TCF TEMENOS CLIENT FORUM &amp; logo in Chinese</b>