

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OPEN SOLUTIONS INC.		03/03/2006	CORPORATION: DELAWARE
HUSKY ACQUISITION CORPORATION		03/03/2006	CORPORATION: DELAWARE
MAXXAR CORPORATION		03/03/2006	CORPORATION: DELAWARE
OPEN SOLUTIONS RDS TECHNOLOGIES, INC.		03/03/2006	CORPORATION: DELAWARE
RE:MEMBER DATA SERVICES, INC.		03/03/2006	CORPORATION: INDIANA
WILDCAT ACQUISITION CORP.		03/03/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	301 SOUTH COLLEGE STREET
<b>Internal Address:</b>	ONE WACHOVIA CENTER
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	2276272	CENTRUM
Registration Number:	1501992	CENTRUM 9000
Registration Number:	2497046	DIVERSITEL
Registration Number:	1843532	LOANSRIPT
Registration Number:	2054731	M
Registration Number:	2022410	MAXXAR
Registration Number:	2229815	MAXXARTS

CH \$1140.00 2276272

Registration Number:	1513358	TECHNOLOGY THAT TALKS
Registration Number:	2461238	TRUEPOINT
Registration Number:	1790235	UDMS
Registration Number:	1889634	VECTOR
Registration Number:	981542	VOTRAX
Registration Number:	1810570	VPL
Registration Number:	1786642	VPM
Registration Number:	1843531	WAVESTATION
Registration Number:	2197993	CYBERBRANCH
Registration Number:	1517450	SPEEDY L-I-N-E
Registration Number:	2622778	TIGIR
Registration Number:	2891176	EASTPOINT TECHNOLOGIES
Registration Number:	1860291	BANK-ON-IT
Registration Number:	1655396	FITECH SYSTEMS
Registration Number:	2761044	LIBERTY FITECH SYSTEMS
Registration Number:	2098903	MANAGER GOLD
Registration Number:	2165373	OPEN SOLUTIONS INC.
Registration Number:	2140483	OPEN SOLUTIONS INC.
Registration Number:	2156402	OPEN SOLUTIONS INC.
Registration Number:	2306077	OSI
Serial Number:	78740721	S OPEN SOLUTIONS
Serial Number:	78740719	S OPEN SOLUTIONS
Serial Number:	78782094	S OPEN SOLUTIONS
Registration Number:	2199367	THE COMPLETE BANKING SOLUTION
Registration Number:	2247169	THE COMPLETE CREDIT UNION SOLUTION
Registration Number:	2232733	CENTRYX
Registration Number:	2232735	CENTRYX
Registration Number:	2236081	CENTRYX
Registration Number:	2232734	CENTRYX
Registration Number:	2743740	M*TELLER
Registration Number:	2762415	M*TELLER
Registration Number:	2764850	SOSYSTEMS
Registration Number:	2698384	SOSYSTEMS
Registration Number:	2696608	SOSYSTEMS
Registration Number:	1481439	CU STAR

Registration Number:	1898335	STARLINE
Registration Number:	2249152	RE:MEMBER DATA SERVICES, INC.
Registration Number:	1804143	TOTALPLUS

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Susan Reiss  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	33444/86
NAME OF SUBMITTER:	Susan Reiss
Signature:	/SUSAN REISS/
Date:	03/14/2006

**Total Attachments: 10**

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Notwithstanding anything herein to the contrary, the liens and security interest granted to the Second Lien Representative, for the benefit of the Second Lien Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Representative, for the benefit of the Second Lien Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of March 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wachovia Bank, National Association, as First Lien Representative, Wachovia Bank, National Association, as Second Lien Representative, Open Solutions Inc., a Delaware corporation and such other parties as may be added thereto from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated March 3, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wachovia Bank, National Association ("*Wachovia*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Open Solutions Inc., a Delaware corporation, has entered into a Second Lien Senior Secured Term Loan Agreement dated as of March 3, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wachovia, as Administrative Agent, Wachovia, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated March 3, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a first lien security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first lien security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPEN SOLUTIONS INC.,  
as Borrower

By   
Name: Kenneth J. Saunders  
Title: Executive Vice President  
and Chief Financial Officer

HUSKY ACQUISITION CORPORATION,  
as a Guarantor

By   
Name: Kenneth J. Saunders  
Title: Treasurer

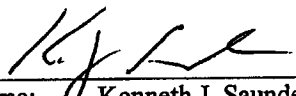
Address for notices:  
455 Winding Brook Drive  
Glastonbury, CT 06033

MAXXAR CORPORATION,  
as a Guarantor

By   
Name: Kenneth J. Saunders  
Title: Treasurer

Address for notices:  
455 Winding Brook Drive  
Glastonbury, CT 06033

OPEN SOLUTIONS RDS TECHNOLOGIES,  
INC., as a Guarantor

By   
Name: Kenneth J. Saunders  
Title: Treasurer

Address for notices:  
455 Winding Brook Drive  
Glastonbury, CT 06033

RE:MEMBER DATA SERVICES, INC.,  
as a Guarantor

By   
Name: Kenneth J. Saunders  
Title: Treasurer

Address for notices:  
455 Winding Brook Drive  
Glastonbury, CT 06033

WILDCAT ACQUISITION CORP.,  
as a Guarantor

By   
Name: Kenneth J. Saunders  
Title: Treasurer

Address for notices:  
455 Winding Brook Drive  
Glastonbury, CT 06033



**Schedule A**

<b>BISYS-Owned Intellectual Property<sup>1</sup></b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Date of Registration</b>	<b>Expiration Date</b>
<u>Patents:</u> Method of and Apparatus for Document Data Recapture U.S.	US	5,602,936	February 11, 1997	February 11, 2014; final maintenance fee due August 11, 2008

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<sup>1</sup> The acquired BISYS Entities shall be merged into Husky Acquisition Corporation within thirty (30) days after the Effective Date and therefore are not Guarantors under the First Lien Senior Secured Credit Agreement.

**Schedule B**

**Open Solutions Entities**

<b>Owner of Record</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Date of Registration</b>	<b>Registration /Serial Number</b>
Maxxar Corporation	CENTRUM	US	9/7/1999	2276272
Maxxar Corporation	CENTRUM 9000	US	8/30/1988	1501992
Maxxar Corporation	DIVERSITEL	US	10/9/2001	2497046
Maxxar Corporation	LOANSCRIPT	US	7/5/1994	1843532
Maxxar Corporation	M (design mark)	US	4/22/1997	2054731
Maxxar Corporation	MAXXAR	US	12/10/1996	2022410
Maxxar Corporation	MAXXARTS	US	3/9/1999	2229815
Maxxar Corporation	TECHNOLOGY THAT TALKS	US	11/22/1988	1513358
Maxxar Corporation	TRUEPOINT	US	6/19/2001	2461238
Maxxar Corporation	UDMS	US	8/31/1993	1790235
Maxxar Corporation	VECTOR	US	4/18/1995	1889634
Maxxar Corporation	VOTRAX	US	4/2/1974	981542
Maxxar Corporation	VPL	US	12/14/1993	1810570
Maxxar Corporation	VPM	US	8/10/1993	1786642
Maxxar Corporation	WAVESTATION	US	7/5/1994	1843531
Open Solutions CU Technologies, Inc.	CYBERBRANCH	US	10/20/1998	2197993
Open Solutions CU Technologies, Inc.	SPEEDY L-I-N-E and Design	US	12/20/1988	1517450
Open Solutions CU Technologies, Inc.	TIGIR	US	9/24/2002	2622778
Open Solutions Eastpoint Technologies, Inc.	EASTPOINT TECHNOLOGIES and Design	US	10/5/2004	2891176
Open Solutions Inc.	BANK-ON-IT	US	10/25/1994	1860291
Open Solutions Inc.	FITECH SYSTEMS and design	US	9/3/1991	1655396
Open Solutions Inc.	LIBERTY FITECH SYSTEMS	US	9/9/2003	2761044
Open Solutions Inc.	MANAGER GOLD	US	9/23/1997	2098903
Open Solutions Inc.	OPEN SOLUTIONS INC	US	6/16/1998	2165373
Open Solutions Inc.	OPEN SOLUTIONS INC.	US	3/3/1998	2140483
Open Solutions Inc.	OPEN SOLUTIONS INC.	US	5/12/1998	2156402
Open Solutions Inc.	OSI button design	US	1/4/2000	2306077
Open Solutions Inc.	OSI Round Button Design	US	N/A	78/740,721
Open Solutions Inc.	OSI Round Button Design	US	N/A	78/740,719
Open Solutions Inc.	OSI Round Button Design	US	N/A	78/782,094
Open Solutions Inc.	THE COMPLETE BANKING SOLUTION	US	10/27/1998	2199367

Open Solutions Inc.	THE COMPLETE CREDIT UNION SOLUTION	US	5/25/1999	2247169
Open Solutions Sosystems, Inc	CENTRYX	US	3/16/1999	2232733
Open Solutions Sosystems, Inc	CENTRYX	US	3/16/1999	2232735
Open Solutions Sosystems, Inc.	CENTRYX and Design	US	3/30/1999	2236081
Open Solutions Sosystems, Inc.	CENTRYX and Design	US	3/16/1999	2232734
Open Solutions Sosystems, Inc.	M*TELLER	US	7/29/2003	2743740
Open Solutions Sosystems, Inc.	M*TELLER	US	9/9/2003	2762415
Open Solutions Sosystems, Inc.	SOSYSTEMS	US	9/16/2003	2764850
Open Solutions Sosystems, Inc.	SOSYSTEMS	US	3/18/2003	2698384
Open Solutions Sosystems, Inc.	SOSYSTEMS	US	3/11/2003	2696608
re:Member Data Services, Inc.	CU STAR	US	3/22/1988	1481439
re:Member Data Services, Inc.	FINET	IN	3/14/1997	19970112
re:Member Data Services, Inc.	STARLINE	US	6/6/1995	1898335
re:Member Data Services, Inc.	TOUCH TONE TELLER	RI	6/9/2004	940607
re:Member Data Services, Inc.	TOUCH TONE TELLER	NC	2/9/2004	17790
re:Member Data Services, Inc.	TOUCH TONE TELLER	MA	3/7/2004	49319
re:Member Data Services, Inc.	RE:MEMBER DATA SERVICES AND DESIGN	US	1/1/1999	2249152

BISYS-Owned Intellectual Property <sup>2</sup>	Jurisdiction	Registration Number	Date of Registration	Expiration Date
<u>Registered Trademarks:</u> TotalPlus	US	1,804,143	November 16, 1993	Next renewal due November 16, 2013

<sup>2</sup> The acquired BISYS Entities shall be merged into Husky Acquisition Corporation within thirty (30) days after the Effective Date and therefore are not Guarantors under the First Lien Senior Secured Credit Agreement.

Open Solutions EntitiesRegistered Copyrights

<u>Item</u>	<u>Registration</u>
Bank-On-It (including domestic modifications)	
Batch operator's manual releases 1986	TX2331214
C.U. Processing system user's information manual	TX2332530
CUP 1920 user info manual rel 7.0 04/86	TX1920179
CUP 1920 user info manual release 5.0 11/85	TX1972590
CUP 1920 user info manual release 6.0 01/86	TX1972591
CUP 1920 user info. Manual 19841	TX2363050
CUP 1920 user info. manual	TX2331492
CUP 1920 user information. Manual: rel 4.0, 7/85	TX1905353
CUP 512 user info manual release 5.0 11/85	TX1972593
CUP 512 user info manual release 6.0 01/86	TX1972592
CUP 512 user info Manual: rel 7.0, 04/86	TX1912984
CUP 512 user's info manual rel 4.0 8/85	TX1920183
CUP batch operator's manual rel 4.0 6/85	TX1920182
CUP batch operator's manual rel 5.0 11/85	TX1920186
CUP batch operator's manual rel 7.0 04/86	TX1920187
CUP batch operator's manual rel	TX2331708
CUP batch operator's manual: rel 7.0, 04/86	TX1912983
CUP certificates deposit, 3/14/85	TX1909504
CUP certificates of deposit 7/85	TX1920181
CUP connection-Feb./Mar. 1990	TX2799166
CUP connection-Apr./May 1990	TX2821902
CUP connection-Jun./Jul. 1990	TX2862234
CUP connection-Aug./Sep. 1990	TX2914383
CUP general ledger accounting 7/85	TX2026381
CUP general ledger accounting, 3/14/85	TX1909509
CUP getting started 7/85	TX1941994
CUP getting started, 3/11/1985	TX1909508
CUP loans/collections 3/08/85	TX1917563
CUP loans/collections 7/85	TX1920180
CUP new accounts/shares 3/05/85	TX1917562
CUP new accounts/shares 7/85	TX1920184
CUP payroll deduction/transfer 7/85	TX1920185
CUP payroll deduction/transfer, 3/15/85	TX1909505
CUP reference materials, 3/11/1985	TX1909507
CUP training module workshop session	TX2026380
CUP training module workshop, 3/14/85	TX1909506
Flex Archive and Retrieval Software	TX5226008
Flex Remittance Software	TX5226009
Getting started Module	TX2332661
IRA management I.	SR96638
New accounts/shares module	TX2333853
Pool	TX2595916
Pool	TX2595917
Pool	TX2595918
Speedy line the "how to" book	TX2332529

Unregistered Copyrights

Various software manuals, marketing materials, operations guides, training materials, etc.