

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Transoft Limited		10/02/2007	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	Citigroup Centre, Canada Square, Canary Wharf		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5LB		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2327507	TRANSOFT	
Registration Number:	1742134	U/SQL	
Registration Number:	1899666	U/FOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128788000		
<b>Email:</b>	trademark.group@cliffordchance.com		
<b>Correspondent Name:</b>	Steven T. Shelton		
<b>Address Line 1:</b>	31 West 52nd Street		
<b>Address Line 2:</b>	Clifford Chance US LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6131		
<b>ATTORNEY DOCKET NUMBER:</b>	70-40366930		

CH \$90.00 2327507

DOMESTIC REPRESENTATIVE

**900110560**

**TRADEMARK**  
**REEL: 003809 FRAME: 0478**

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

NAME OF SUBMITTER:

Steven T. Shelton

Signature:

/Steven T. Shelton/

Date:

07/03/2008

Total Attachments: 5

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**THIS DEBENTURE** is made on 2 October 2007

**BY**

- (1) **EACH OF THE COMPANIES** listed in Schedule 1 (the "**Companies**") in favour of
- (2) **CITIBANK, N.A.** as security trustee for the Secured Parties acting on the terms and conditions set out in the Intercreditor Agreement (the "**Security Trustee**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Debenture and any Mortgage (as defined below):



**"Account"** means any account opened or maintained by any of the Companies with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights including (without limitation) the accounts listed in Schedule 4 Accounts).

**"Charged Property"** means all the assets and undertaking of the Companies which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture and any Mortgage.

**"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or any Mortgage or by law.

**"Enforcement Event"** means the occurrence of an Event of Default pursuant to which the Senior Agent serves a Default Notice (as defined in the Senior Facilities Agreement) under clause 26.10 (*Acceleration*) of the Senior Facilities Agreement or any Mezzanine Agent serves an equivalent notice under the equivalent provision of any Mezzanine Facility Agreement.

**"Insurance Policy"** means any policy of insurance in which any Company may from time to time have an interest.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

**"Intercreditor Agreement"** means the intercreditor agreement dated 3 July 2007 between, *inter alios*, Citibank International PLC as senior agent, Citibank, N.A. as security trustee, Parent, Software (Holdco 3) Limited and the senior lenders listed therein.

shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by each Obligor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **provided that** neither such covenant nor the security constituted by this Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 **Interest on Demands**

If a Company fails to pay any sum on the due date for payment of that sum that Company shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate of one per cent. per annum over the rate at which the Security Trustee was being offered, by prime banks in the London Interbank Market, deposits in an amount comparable to such sums in the currency or currencies thereof for such period(s) as the Security Trustee may from time to time select.

3. **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

3.1 **Fixed Charges**

- 3.1.1 Each Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of this Debenture shall be a charge by way of legal mortgage) all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property.
- 3.1.2 Each Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property.
- 3.1.3 Each Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts.
- 3.1.4 Each Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property.

30.2 **Delegation**

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture or any Mortgage (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself.

31. **PERPETUITY PERIOD**

The perpetuity period under the rule against perpetuities, if applicable to this Debenture, shall be the period of eighty years from the date of the Intercreditor Agreement.

32. **GOVERNING LAW**

This Debenture is governed by English law.

33. **JURISDICTION**

33.1 **English Courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or connected with this Debenture or any Mortgage (including a dispute regarding the existence, validity or termination of this Debenture or any Mortgage or the consequences of its nullity).

33.2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.


33.3 **Exclusive Jurisdiction**

This Clause 33 (*Jurisdiction*) is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 33.1 (*English Courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

**THIS DEBENTURE** has been signed on behalf of the Security Trustee and executed as a deed by the Companies and is delivered by it on the date specified above.

EXECUTED as a DEED  
by **TEAMFLOW LIMITED**

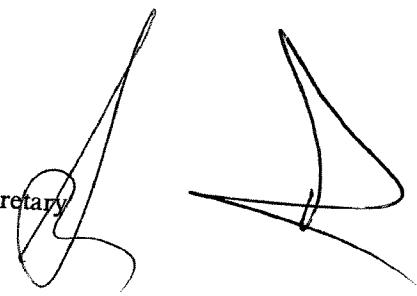
Director  
Director/Secretary

Two handwritten signatures in black ink, one on the left and one on the right, corresponding to the Director and Director/Secretary roles.

Address:  
Fax:

EXECUTED as a DEED  
by **TRANSOFT GROUP LIMITED**

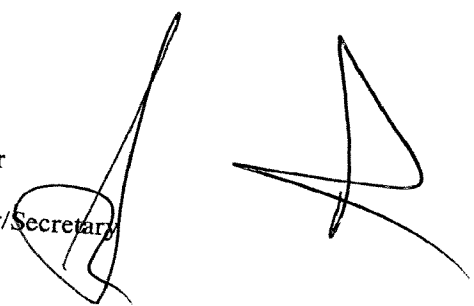
Director  
Director/Secretary

Two handwritten signatures in black ink, one on the left and one on the right, corresponding to the Director and Director/Secretary roles.

Address:  
Fax:

EXECUTED as a DEED  
by **TRANSOFT LIMITED**

Director  
Director/Secretary

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Address:  
Fax:

EXECUTED as a DEED  
by **TRANSOFT GROUP LIMITED**

Director  
Director/Secretary

Two handwritten signatures in black ink, one on the left and one on the right, corresponding to the Director and Director/Secretary roles.

Address:  
Fax:

Signed by

CITIBANK, N.A.

By:

  
Carl Hardie  
Vice President

Address: CITIGROUP CENTRE, CANADA SQUARE, CANARY WHARF,  
LONDON E14 5LB

Fax: +44 (0)20 7500 5877

Attention: