

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank N.A.		12/21/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Transoft Limited		
Street Address:	Munro House, Portsmouth Road		
City:	Cobham, Surrey		
State/Country:	UNITED KINGDOM		
Postal Code:	KT11 1TF		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1742134	U/SQL	
Registration Number:	1899666	U/FOS	
Registration Number:	2327507	TRANSOFT	
CORRESPONDENCE DATA			
Fax Number:	4046585535		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-658-5435		
Email:	tmdocketing@chamberlainlaw.com		
Correspondent Name:	Nancy K. Gardner		
Address Line 1:	191 Peachtree Street N.E.		
Address Line 2:	34th Floor		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	090827-000000		

OP \$90.00 1742134

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Nancy K. Gardner
Signature:	/Nancy K. Gardner/
Date:	10/31/2013

Total Attachments: 10

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DATED 21 DECEMBER 2011

CITIBANK N.A.  
AS THE SECURITY TRUSTEE

AND

CITIBANK INTERNATIONAL PLC  
AS THE FACILITY AGENT

IN FAVOUR OF

THE COMPANIES SPECIFIED IN THIS DEED  
AS OBLIGORS

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DEED OF RELEASE  
RELATING TO THE  
SENIOR FACILITIES AGREEMENT DATED 3 JULY  
2007 BETWEEN SOFTWARE (BIDCO) LIMITED,  
CITIBANK INTERNATIONAL PLC AS AGENT AND  
ISSUING BANK, CITIBANK, N.A. AS SECURITY  
TRUSTEE, AND CITIGROUP GLOBAL MARKETS  
LIMITED AND CREDIT SUISSE AS MANDATED  
LEAD ARRANGER

DATED 21 DECEMBER 2011

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**THIS DEED OF RELEASE** is made by way of deed on 21 December 2011 by:

- (1) **CITIBANK, N.A.** acting as trustee for the Finance Parties under the Finance Documents (the "**Security Trustee**"); and
- (2) **CITIBANK INTERNATIONAL PLC** acting as agent of the Finance Parties under the Facilities Agreement (the "**Facility Agent**")

in favour of:

- (3) **THE COMPANIES** listed in Schedule 1 (*Obligors*) (the "**Obligors**").

#### **WHEREAS**

- (A) The Obligors requested the Security Trustee to release the Released Assets from the Security constituted under, and discharge the whole of the Security constituted by, the Security Documents (as defined below) and the Facility Agent to release the Obligors from all of their obligations under the Finance Documents (as defined below).
- (B) The Security Trustee and the Facility Agent have agreed to grant this Deed in consideration of the irrevocable payment and discharge of the Secured Obligations in full.
- (C) This Deed is supplemental to the Finance Documents (as defined below).

**IT IS AGREED** as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

In this Deed:

**"Facilities Agreement"** means the Senior Facilities Agreement dated 3 July 2007 as amended by amendment letters dated 30 October 2007 and 4 February 2008 between, amongst others, Software (Bidco) Limited as the Company, Citibank International plc as the Agent and Issuing Bank, Citibank, N.A. as the Security Trustee, Citigroup Global Markets Limited and Credit Suisse as Mandated Lead Arranger and the Lenders (all as defined therein).

**"Finance Documents"** means the Finance Documents as defined in the Facilities Agreement.

**"Released Assets"** means all of the Charged Property of each Obligor which is the subject of Security constituted under the Security Documents.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

**"Security Documents"** means each of the documents listed in Schedule 2 (*Security Documents*) together with any other document entered into by any Obligor creating or

expressed to create any Security in favour of any Finance Party in relation to the obligation of any Obligor under any Finance Document, and any documents ancillary or related thereto.

## 1.2 Terms defined in Security Documents

Unless defined in this Deed or the context otherwise requires, a term defined in the Facilities Agreement or, to the extent applicable, in any Security Document has the same meaning in this Deed or any notice given under or in connection with this Deed, as if all references in such defined terms to the Facilities Agreement or, as applicable, that Security Document were a reference to this Deed or that notice.

## 1.3 Construction

Clause 1.2 (*Construction*) of the Facilities Agreement will apply as if incorporated in this Deed or in any notice given under or in connection with this Deed, as if all references in such Clauses to the Facilities Agreement were a reference to this Deed or that notice.

## 2. RELEASE

### 2.1 Security

The Security Trustee without recourse, representation or warranty:

- (a) releases and discharges the Released Assets from all Security constituted and all claims, actions, suit, accounts and demands arising under the Security Documents;
- (b) reassigns to each Obligor the right, title and interest in and to the Released Assets assigned to the Security Trustee by such Obligor under or pursuant to the Security Documents, in each case free and clear of all Security constituted by the Security Documents; and
- (c) consents to each Obligor giving notice of that reassignment on its behalf to any person to whom notice of the assignment of any Released Assets to the Security Trustee by or pursuant to the Security Documents was served.

### 2.2 Liabilities

The Facility Agent on behalf of each Finance Party without recourse, representation or warranty releases each Obligor from all its obligations and liabilities under the Finance Documents.

## 3. RESERVATION

The release and discharge of the Security in relation to, and the reassignment of, the Released Assets under this Deed is made without prejudice to the Secured Obligations and the obligations of each Obligor under the Finance Documents (except to the extent expressly released or discharged under this Deed).

4. **FURTHER ASSURANCE**

The Security Trustee and Facility Agent agree that they will (at the request and cost of each Obligor) do all things and execute all documents as may reasonably be necessary to give effect to this release and reassignment.

5. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6. **GOVERNING LAW**

This Deed and all non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS DEED** has been executed as a deed by the Security Trustee and Facility Agent and is intended to be and is hereby delivered on the date specified above.

**SCHEDULE 1  
OBLIGORS**

<b>Obligors</b>	<b>Registered no.</b>	<b>Jurisdiction (if not England and Wales)</b>
5 Star Computer Systems Limited	03346768	
AIM Group Holdings Limited	SC219284	Scotland
AIM Holdings Limited	2120855	
AIM Professional Systems Limited	389567	
Alphalaw Limited	4513131	
Applied Computer Expertise Limited	1844239	
ATW Information Technology Systems Ltd	0294803	
Care Business Solutions Limited	1612613	
Charity Software Limited	2887401	
Computer Software Group Limited	4023140	
Computer Software Holdings Ltd		
Computer Software Limited	6025453	
Consensus Info. Tech. Limited	2222089	
Fast Corporate Services Ltd	3977572	
Fast ITCA Limited	5623295	
Fast Limited	4055519	
Formation Software Limited	2678293	
GB Systems Limited	SCO81833	Scotland
Guildford Midco 2 Limited	3665527	



Obligors	Registered no.	Jurisdiction (if not England and Wales)
Integra Computer Services Limited	3657126	
Iris Accounts Limited	3737252	
Iris Chrous Application Software Limited	3838526	
Iris Enterprise Software Limited	02570338	
Iris Field Service Solutions Limited	1905414	
Iris Legal (Grantham) Limited	1738381	
Iris Ticketing Limited	3830932	
Irish Sharpowl Software Limited	4130566	
JBS Computer Services Limited	1780696	
Laserform Int'l Limited	2403332	
Lawwwdiary Limited	484151	
LFM Partnership Solutions Limited	3421261	
Management Support Systems Limited	2696689	
Meridian Law Ltd		
Minerva Computer Systems Limited	125269	
Opsis Ltd	220761	Ireland
OP SIS Practice Management Solutions Ltd	2498463	
Penfold Heath Media Ltd	04168152	
Pinnacle Computer Systems Limited	4113906	

<b>Obligors</b>	<b>Registered no.</b>	<b>Jurisdiction (if not England and Wales)</b>
Prolog Systems Limited	1532102	
Springstone Services Limited	Software 2357512	
Systems Team Limited	1959626	
Teamflo Limited	2442069	
Teamflow Limited	2317280	
Transoft Group Limited	1974716	
Transoft Inc.	581980350	USA
Transoft Limited	3705750	
Videss Limited	1342626	

**SCHEDULE 2**  
**SECURITY DOCUMENTS**

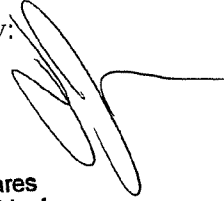
1. Guarantee dated 3 July 2007 granted by Software (Holdco 3) Limited as Guarantor in favour of Citibank, N.A. as Security Trustee.
2. Debenture dated 3 July 2007 granted by each of the companies listed therein in favour of Citibank, N.A. as Security Trustee.
3. Security Over Shares Agreement dated 3 July 2007 between Software (Holdco 3) Limited and Citibank, N.A. as Security Trustee.
4. Debenture dated 2 October 2007 granted by each of the companies listed therein as the Companies in favour of Citibank, N.A. as Security Trustee.
5. Mortgage dated 2 October 2007 granted by Iris Group Limited in favour of Citibank, N.A as the Security Trustee.
6. Mortgage dated 2 October 2007 granted by Iris Business Software Limited in favour of Citibank, N.A as Security Trustee.
7. Mortgage dated 2 October 2007 granted by Iris Chorus Application Software Limited (formerly Chorus Application Software Limited) in favour of Citibank, N.A as Security Trustee.
8. Debenture dated 9 September 2009 granted by each of the companies listed therein in favour of Citibank N.A. as Security Trustee.

EXECUTION PAGE

EXECUTED AS A DEED )

by )  
as duly appointed attorney )  
of CITIBANK N.A. )  
as Security Trustee )

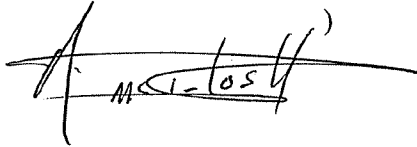
Attorney:



David Mares  
Vice President

in the presence of: )

Witness:



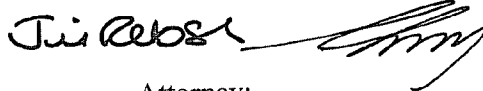
Name:

Andrew McIntosh  
Vice President  
Citibank N.A.  
25 Canada Square  
Canary Wharf  
London E14 5LB

Address:

EXECUTED AS A DEED )

by )  
as duly appointed attorney )  
of CITIBANK INTERNATIONAL PLC )  
as Facility Agent )



Attorney:

in the presence of: )

Witness:

  
ALISON SUTT

Name:

Address:

Citibank International Plc  
Citigroup Centre  
25 Canada Square  
London E14 5LB

