

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital Insight Corporation		02/07/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. DEARBORN, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2637940	
Registration Number:	3685301	D
Registration Number:	2611866	DIGITAL INSIGHT
Registration Number:	2856129	DIGITAL INSIGHT
Registration Number:	3888468	DIGITAL INSIGHT
Registration Number:	3573166	FINANCEWORKS
Registration Number:	3750794	REAL BALANCE
Serial Number:	86067308	D DIGITAL INSIGHT

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 301-638-0511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: CRS1-39242

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 02/10/2014

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of February 7, 2014 (this "Agreement"), among DIGITAL INSIGHT CORPORATION, a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NCR Corporation, a Maryland corporation (the "Borrower"), the lenders from time to time party thereto and JPMCB, as Administrative Agent, (b) the Amended and Restated Guarantee and Collateral Agreement dated as of August 11, 2011, as amended and restated as of January 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and JPMCB, as Administrative Agent and (c) Supplement No. 1 to the Guarantee and Collateral Agreement dated as of February 7, 2014 (the "Supplement," and, together with the Guarantee and Collateral Agreement, the "Collateral Agreement"), among the Borrower, the Grantor, the other Subsidiary Guarantors party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The subsidiary of the Borrower party hereto (other than the Borrower) is an Affiliate of the Borrower, has derived and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

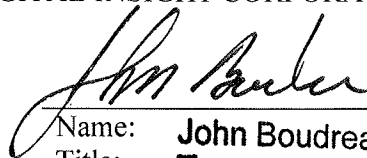
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

DIGITAL INSIGHT CORPORATION,

by

A handwritten signature in black ink, appearing to read "John Boudreau", written over a horizontal line.

Name: **John Boudreau**
Title: **Treasurer**

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name: Peter B. Thauer
Title: Managing Director

[Signature Page to Trademark Security Agreement]

[M9234-0]

Schedule I - Trademarks**Trademarks**

Registered Owner	Registration Number	Next Renewal Date
Digital Insight Corporation	2,637,940	October 22, 2022
Digital Insight Corporation	3,685,301	September 22, 2019
Digital Insight Corporation	2,611,866	August 27, 2022
Digital Insight Corporation	2,856,129	June 22, 2014
Digital Insight Corporation	3,888,468	December 14, 2020
Digital Insight Corporation	3,573,166	February 10, 2019
Digital Insight Corporation	3,750,794	February 16, 2020

Trademark Applications

Registered Owner	Application Number
Digital Insight Corporation	86/067308

Exclusive Trademark Licenses (where a Loan Party is a licensee)

None.