

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Recording merger and name change of the Granting Party (Mortgagebot) in prior Security Agreement recorded at Reel 4602 Frame 0548		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D+H USA CORPORATION	FORMERLY Mortgagebot LLC	12/20/2013	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA, AS SECURITY AGENT		
Street Address:	40 KING STREET WEST - SCOTIA PLAZA		
Internal Address:	62nd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5W 2X6		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2698230	NETUPDATE	
Registration Number:	2810623	ORIGINATOR PRO	
Registration Number:	2813031	ORIGINATOR PRO	
Registration Number:	2698231	LOANUPDATE	
CORRESPONDENCE DATA			
Fax Number:	2026823580		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026823671		
Email:	jrynkiewicz@kayescholer.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	901 Fifteenth Street, NW		
Address Line 2:	Kaye Scholer LLP, Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	03198-0006		
NAME OF SUBMITTER:	John P. Rynkiewicz		
SIGNATURE:	/john p rynkiewicz/		
DATE SIGNED:	04/08/2014		

CH \$115.00 2698230

TRADEMARK

Total Attachments: 34

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MORTGAGEBOT LLC

1. On January 1, 2014, Mortgagebot LLC, a Wisconsin limited liability company (“Mortgagebot”), merged into D+H USA Holdings Corporation, a Delaware corporation (“D+H USA Holdings”).

Attached hereto as Exhibit A are the Articles of Merger of Mortgagebot with and into D+H USA Holdings filed in Wisconsin.

Attached hereto as Exhibit B is the Certificate of Merger of Mortgagebot with and into D+H USA Holdings filed in Delaware.

2. On January 1, 2014, D+H USA Holdings merged into Harland Financial Solutions, Inc., an Oregon corporation (“Harland”).

Attached hereto as Exhibit C is the State of Delaware Certificate of Merger of D+H USA Holdings and Compushare, Inc., a California corporation (“Compushare”), with and into Harland filed in Delaware.

Attached hereto as Exhibit D are the Articles of Merger of D+H USA Holdings and Compushare with and into Harland filed in Oregon.

3. On January 1, 2014, Harland changed its name to D+H USA Corporation.

See Exhibit D for the Articles of Merger of D+H USA Holdings and Compushare with and into Harland which includes as Schedule 4.2 the Amended and Restated Articles of Incorporation of D+H USA Corporation (“Amended and Restated Articles”) which supersede the existing Restated Articles of Incorporation of Harland Financial Solutions, Inc. Harland is now known as D+H USA Corporation pursuant to Article I of the Amended and Restated Articles.

EXHIBIT A

*Articles of Merger of Mortgagebot LLC with and into D+H USA Holdings Corporation
(Wisconsin)*

RECEIVED
 Sec. 179.77,
 180.1105,
 181.1105 and
 183.1204 Wis. Stats.
 WISCONSIN DEPT. OF
 FINANCIAL INSTITUTIONS

State of Wisconsin
 DEPARTMENT OF FINANCIAL INSTITUTIONS
 Division of Corporate & Consumer Services



STATE OF WISCONSIN
 FILED
 DEC 23 2013
 DEPARTMENT OF
 FINANCIAL INSTITUTIONS

ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: Mortgagebot LLC		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of Wisconsin (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

2. Surviving Entity:

Company Name: D+H USA Holdings Corporation		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of Delaware (state or country)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.

FILING FEE - \$150.00

DFI/CORP/2000(R11/12)

3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

(Append or attach the PLAN OF MERGER, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on 1/1/2014 (date) at 12:01 a.m. (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on December 20, 2013 (date) by the surviving entity on behalf of all parties to the merger.

Mark (X) below the title of the person executing the document.

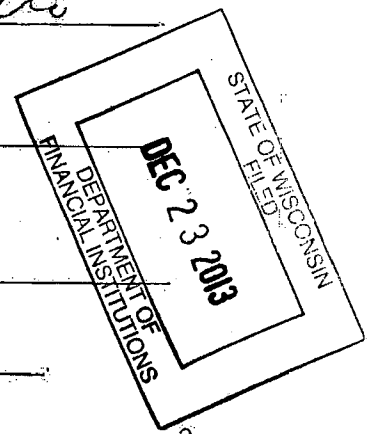
For a limited partnership
Title: General Partner

For a limited liability company
Title: Member OR Manager

William Neville
(Signature)

William Neville
(Printed Name)

For a corporation
Title: President OR Secretary
or other officer title: _____



This document was drafted by: Sara M. Cieniewski, Winston & Strawn LLP
(Name the individual who drafted the document)

DFI/CORP/2000(R11/12)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is entered into this 20th day of December, 2013 (this "Agreement"), by and between Mortgagebot LLC, a Wisconsin limited liability company (the "Terminating Limited Liability Company"), and D+H USA Holdings Corporation, a Delaware corporation (the "Surviving Corporation").

RECITALS

A. The Surviving Corporation is the sole member of the Terminating Limited Liability Company.

B. The sole member of the Terminating Limited Liability Company (the "Terminating Member") and the Board of Directors and the sole shareholder of the Surviving Corporation (the "Surviving Directors and Shareholder") have determined that it is in the best interests of their respective entities and their respective member and shareholder, as applicable, to consummate the business combination transaction provided for herein in which, pursuant to Section 264 of the Delaware General Corporation Law (the "DGCL") and Chapter 183, Section 1201 of the Wisconsin Statutes (the "Wisconsin LLC Act"), the Terminating Limited Liability Company will merge with and into the Surviving Corporation (the "Merger"), and the Surviving Corporation will survive the Merger on the terms, and subject to the conditions, of this Agreement.

C. The Terminating Member, having been duly advised of the terms and conditions of the Merger, has approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the Wisconsin LLC Act and the limited liability company agreement of the Terminating Limited Liability Company.

D. The Surviving Directors and Shareholder have approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the DGCL and the bylaws of the Surviving corporation.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Limited Liability Company and the Surviving Corporation each agree as follows.

ARTICLE 1

THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE DATE. The Merger will be effective at 12:01 a.m. Eastern Standard Time on January 1, 2014. The obligations of the parties to consummate the Merger are subject to the condition that no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger. Subject to the foregoing, the Surviving Corporation shall file a Certificate of Merger with the Secretary of State of Delaware and Articles of Merger with the Wisconsin Department of Financial Institutions as soon as practicable upon the execution and delivery of this Agreement by each of the parties

hereto. The date on which the Merger shall become effective shall be referred to herein as the "Effective Date" and the time at which the Merger is effective is the "Effective Time".

1.2 MERGER. On the Effective Date pursuant to Section 264 of the DGCL and Chapter 183, Section 1201 of the Wisconsin LLC Act:

(a) the Terminating Limited Liability Company will merge with and into the Surviving Corporation, and the Surviving Corporation will continue as the surviving domestic corporation;

(b) the separate existence of the Terminating Limited Liability Company will cease and its certificate of formation shall be cancelled, and the Surviving Corporation, without other transfer or action, will succeed to all of the rights and property of the Terminating Limited Liability Company, and will assume all of the debts and liabilities of the Terminating Limited Liability Company;

(c) the directors and officers of the Surviving Corporation immediately prior to the Effective Date shall continue as directors and officers of the Surviving Corporation following the Merger; and

(d) from and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Terminating Limited Liability Company, all as provided under the DGCL.

1.3 EFFECT ON MEMBERSHIP INTERESTS.

(a) At the Effective Time, each membership interest of the Terminating Limited Liability Company issued and outstanding immediately prior to the Effective Date will be cancelled without consideration and retired and will cease to exist.

(b) Any holder of a certificate representing any such cancelled and retired membership interests of the Terminating Limited Liability Company, or each person listed on the transfer books of the Terminating Limited Liability Company as owning any membership interests, will cease to have any rights with respect to such cancelled and retired membership interests.

1.4 ARTICLES OF INCORPORATION AND BYLAWS. The articles of incorporation of the Surviving Corporation in effect at the Effective Date will be the articles of incorporation of the Surviving Corporation following the Merger until changed or amended as provided therein or by applicable law. The bylaws of the Surviving Corporation in effect at the Effective Time will be the bylaws of the Surviving Corporation following the Merger until changed or amended as provided therein or by applicable law.

ARTICLE 2

MISCELLANEOUS

2.1 AMENDMENT; WAIVER. At any time before the Effective Time, the Terminating Limited Liability Company and the Surviving Corporation, to the extent permitted by the DGCL and the Wisconsin LLC Act, may amend, modify or supplement any provision of this Agreement solely by written agreement to which each is a party.

2.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any purported assignment without such consent shall be void and of no effect.

2.3 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

2.6 BEST EFFORTS. Subject to the terms and conditions of this Agreement, the Terminating Limited Liability Company and the Surviving Corporation will use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

2.7 FURTHER ASSURANCES. At and after the Effective Time, the Surviving Directors and Shareholder will be authorized to execute and deliver, in the name and on behalf of the Terminating Limited Liability Company, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Terminating Limited Liability Company, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Terminating Limited Liability Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

[signature page follows]

IN WITNESS WHEREOF, each of undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date set forth above.

MORTGAGEBOT LLC

By: *William Neville*
Name: William Neville
Title: President

D+H USA HOLDINGS CORPORATION

By: *William Neville*
Name: William Neville
Title: President

[Signature Page to Agreement and Plan of Merger]

CHI:2794356.1

EXHIBIT B

*Certificate of Merger of Mortgagebot LLC with and into D+H USA Holdings Corporation
(Delaware)*

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

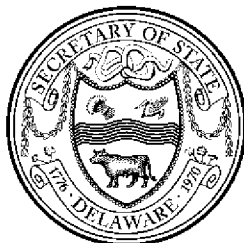
"MORTGAGEBOT LLC", A WISCONSIN LIMITED LIABILITY COMPANY, WITH AND INTO "D+H USA HOLDINGS CORPORATION" UNDER THE NAME OF "D+H USA HOLDINGS CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2013, AT 5:04 O'CLOCK P.M.

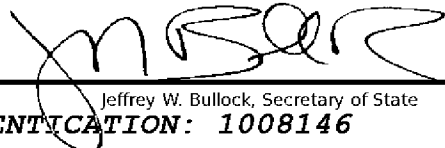
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2014, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4023077 8100M

131461787




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1008146

DATE: 12-23-13

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005256 FRAME: 0436

**CERTIFICATE OF MERGER
OF
MORTGAGEBOT LLC
WITH AND INTO
D+H USA HOLDINGS CORPORATION**

The undersigned hereby certifies to the following facts relating to the merger (the "Merger") of Mortgagebot LLC, a Wisconsin limited liability company (the "Terminating Limited Liability Company"), with and into D+H USA Holdings Corporation, a Delaware corporation (the "Surviving Corporation"):

FIRST: The constituent business entities participating in the Merger herein certified are as follows:

<u>Name</u>	<u>State of Organization</u>
Mortgagebot LLC	Wisconsin
D+H USA Holdings Corporation	Delaware

SECOND: An Agreement and Plan of Merger, dated as of December 20, 2013 (the "Agreement"), and attached hereto as Exhibit A, has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the provisions of Sections 264 of the General Corporation Law of the State of Delaware and Chapter 183, Section 1202 of the Wisconsin Statutes;

THIRD: The name of the Surviving Corporation following the Merger shall be "D+H USA Holdings Corporation";

FOURTH: The Certificate of Incorporation of D+H USA Holdings Corporation shall be the Certificate of Incorporation of the Surviving Corporation;

FIFTH: The Merger shall become effective at 12:01 a.m. Eastern Standard Time on January 1, 2014;

SIXTH: An executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation at 400 S.W. Sixth Ave., Suite 200, Portland, Oregon, 97204; and

SEVENTH: A copy of the Agreement shall be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member, as applicable, of either of the constituent entities.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Merger this 20th day of December, 2013.

D+H USA HOLDINGS CORPORATION

By: 

Name: William Neville

Its: President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is entered into this 20th day of December, 2013 (this "Agreement"), by and between Mortgagebot LLC, a Wisconsin limited liability company (the "Terminating Limited Liability Company"), and D+H USA Holdings Corporation, a Delaware corporation (the "Surviving Corporation").

RECITALS

A. The Surviving Corporation is the sole member of the Terminating Limited Liability Company.

B. The sole member of the Terminating Limited Liability Company (the "Terminating Member") and the Board of Directors and the sole shareholder of the Surviving Corporation (the "Surviving Directors and Shareholder") have determined that it is in the best interests of their respective entities and their respective member and shareholder, as applicable, to consummate the business combination transaction provided for herein in which, pursuant to Section 264 of the Delaware General Corporation Law (the "DGCL") and Chapter 183, Section 1201 of the Wisconsin Statutes (the "Wisconsin LLC Act"), the Terminating Limited Liability Company will merge with and into the Surviving Corporation (the "Merger"), and the Surviving Corporation will survive the Merger on the terms, and subject to the conditions, of this Agreement.

C. The Terminating Member, having been duly advised of the terms and conditions of the Merger, has approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the Wisconsin LLC Act and the limited liability company agreement of the Terminating Limited Liability Company.

D. The Surviving Directors and Shareholder have approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the DGCL and the bylaws of the Surviving corporation.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Limited Liability Company and the Surviving Corporation each agree as follows.

ARTICLE 1

THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE DATE. The Merger will be effective at 12:01 a.m. Eastern Standard Time on January 1, 2014. The obligations of the parties to consummate the Merger are subject to the condition that no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger. Subject to the foregoing, the Surviving Corporation shall file a Certificate of Merger with the Secretary of State of Delaware and Articles of Merger with the Wisconsin Department of Financial Institutions as soon as practicable upon the execution and delivery of this Agreement by each of the parties

hereto. The date on which the Merger shall become effective shall be referred to herein as the "Effective Date" and the time at which the Merger is effective is the "Effective Time".

1.2 MERGER. On the Effective Date pursuant to Section 264 of the DGCL and Chapter 183, Section 1201 of the Wisconsin LLC Act:

(a) the Terminating Limited Liability Company will merge with and into the Surviving Corporation, and the Surviving Corporation will continue as the surviving domestic corporation;

(b) the separate existence of the Terminating Limited Liability Company will cease and its certificate of formation shall be cancelled, and the Surviving Corporation, without other transfer or action, will succeed to all of the rights and property of the Terminating Limited Liability Company, and will assume all of the debts and liabilities of the Terminating Limited Liability Company;

(c) the directors and officers of the Surviving Corporation immediately prior to the Effective Date shall continue as directors and officers of the Surviving Corporation following the Merger; and

(d) from and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Terminating Limited Liability Company, all as provided under the DGCL.

1.3 EFFECT ON MEMBERSHIP INTERESTS.

(a) At the Effective Time, each membership interest of the Terminating Limited Liability Company issued and outstanding immediately prior to the Effective Date will be cancelled without consideration and retired and will cease to exist.

(b) Any holder of a certificate representing any such cancelled and retired membership interests of the Terminating Limited Liability Company, or each person listed on the transfer books of the Terminating Limited Liability Company as owning any membership interests, will cease to have any rights with respect to such cancelled and retired membership interests.

1.4 ARTICLES OF INCORPORATION AND BYLAWS. The articles of incorporation of the Surviving Corporation in effect at the Effective Date will be the articles of incorporation of the Surviving Corporation following the Merger until changed or amended as provided therein or by applicable law. The bylaws of the Surviving Corporation in effect at the Effective Time will be the bylaws of the Surviving Corporation following the Merger until changed or amended as provided therein or by applicable law.

ARTICLE 2

MISCELLANEOUS

2.1 AMENDMENT; WAIVER. At any time before the Effective Time, the Terminating Limited Liability Company and the Surviving Corporation, to the extent permitted by the DGCL and the Wisconsin LLC Act, may amend, modify or supplement any provision of this Agreement solely by written agreement to which each is a party.

2.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any purported assignment without such consent shall be void and of no effect.

2.3 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

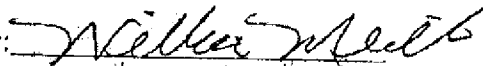
2.6 BEST EFFORTS. Subject to the terms and conditions of this Agreement, the Terminating Limited Liability Company and the Surviving Corporation will use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

2.7 FURTHER ASSURANCES. At and after the Effective Time, the Surviving Directors and Shareholder will be authorized to execute and deliver, in the name and on behalf of the Terminating Limited Liability Company, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Terminating Limited Liability Company, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Terminating Limited Liability Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

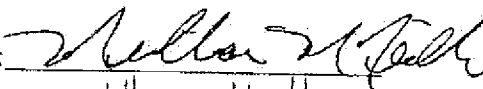
[signature page follows]

IN WITNESS WHEREOF, each of undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date set forth above.

MORTGAGEBOT LLC

By: 
Name: William Neville
Title: President

D+H USA HOLDINGS CORPORATION

By: 
Name: William Neville
Title: President

[Signature Page to Agreement and Plan of Merger]

EXHIBIT C

*State of Delaware Certificate of Merger of D+H USA Holdings Corporation and Compshare,
Inc. with and into Harland Financial Solutions, Inc.*

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND FOREIGN CORPORATION INTO
FOREIGN CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law (the "DGCL"), the undersigned corporation executed the following Certificate of Merger:

I.

The name of each constituent corporation is Compushare, Inc., a California corporation, D+H USA Holdings Corporation, a Delaware corporation, and Harland Financial Solutions, Inc., an Oregon corporation (the "Surviving Corporation").

II.

The Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the DGCL.

III.

The name of the surviving corporation is Harland Financial Solutions, Inc., an Oregon corporation.

IV.

The Articles of Incorporation of the Surviving Corporation shall remain the Articles of Incorporation.

V.

The Merger is to become effective on January 1, 2014 at 12:02 a.m. Eastern Standard Time.

VI.

The executed Plan of Merger is on file at the principal place of business of the Surviving Corporation at 400 S.W. Sixth Ave., Suite 200, Portland, Oregon, 97204. A copy of the Plan of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of the constituent corporations.

VII.

The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such

process to the Surviving Corporation at 400 S.W. Sixth Ave., Suite 200, Portland, Oregon, 97204 to the attention of the Corporate Legal Department.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 20th day of December 2013.

Harland Financial Solutions, Inc.,
an Oregon corporation


By: 
Name: Gerrard Schmidt
Title: Chief Executive Officer

EXHIBIT D

*Articles of Merger of D+H USA Holdings Corporation and Compushare, Inc. with and into
Harland Financial Solutions, Inc. (Oregon)*



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503)986-2200
www.filinginoregon.com

D+H USA CORPORATION
605 CRESCENT EXECUTIVE CT
SUITE 600 ATTN LEGAL DEPT
LAKE MARY FL 32746

Acknowledgement Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

Document ARTICLES OF MERGER	Filed On 12/20/2013	Effective Date 01/01/2014	
Name of Survivor HARLAND FINANCIAL SOLUTIONS, INC.	Reg. No. 127019-18	Type DOM BUS CORP	Juris OR
Survivor New Name D+H USA CORPORATION			
Name(s) of Non Survivor(s) COMPUSHARE, INC. D+H USA HOLDINGS CORPORATION	Reg. No.	Type	Juris CA DE

12709-18

ARTICLES OF MERGER

FILED

DEC 20 2013

ARTICLE 1
Merging Business Entities

OREGON
SECRETARY OF STATE

The merging business entities are Harland Financial Solutions, Inc., an Oregon corporation, Compushare, Inc., a California corporation, and D+H USA Holdings Corporation, a Delaware corporation.

ARTICLE 2
Surviving Business Entity

The surviving business entity is Harland Financial Solutions, Inc., an Oregon corporation.

ARTICLE 3
Plan of Merger

The plan of merger is attached as Exhibit A.

ARTICLE 4
Approval

4.1 **Surviving Business Entity.** The plan of merger was approved by the shareholders of Harland Financial Solutions, Inc as follows:

Designation of Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Total Number of Votes Cast For	Total Number of Votes Cast Against
Common	101	101	101	0

4.2 **Nonsurviving Business Entities.**

(a) The plan of merger was approved by the shareholders of Compushare, Inc. as follows:

Designation of Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Total Number of Votes Cast For	Total Number of Votes Cast Against
Common	1,026,079	1,026,079	1,026,079	0

(b) The plan of merger was approved by the shareholders of D+H USA Holdings Corporation as follows:


Designation of Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Total Number of Votes Cast For	Total Number of Votes Cast Against
Common	3,500	3,500	3,500	0

ARTICLE 5
Effective time and date

These articles of merger will become effective at 12:02 a.m. Eastern Standard Time on January 1, 2014.

Dated: December 20, 2013

HARLAND FINANCIAL SOLUTIONS, INC.,
an Oregon corporation

By: 
Name: Gerard Schmid
Title: Chief Executive Officer

Person to contact about this filing: JoDee Keegan
Daytime phone number: 503-417-5472

EXHIBIT A
Plan of Merger

(See attached)

1 - EXHIBIT A: PLAN OF MERGER

TRADEMARK
REEL: 005256 FRAME: 0451

PLAN OF MERGER

This Plan of Merger sets forth the terms and conditions under which Compushare, Inc., a California corporation (“**Compushare**”), and D+H USA Holdings Corporation, a Delaware corporation (“**D+H USA HC**”), will merge with and into Harland Financial Solutions, Inc., an Oregon corporation (“**Surviving Corporation**”).

Section 1. DEFINITIONS

“**Effective Date**” means January 1, 2014.

“**Effective Time**” means the effective time of the merger which is 12:02 a.m. Eastern Standard Time on the Effective Date.

“**Nonsurviving Corporations**” means D+H USA HC and Compushare.

“**Parent Corporation**” means D+H USA Inc., a Delaware corporation.

Section 2. MERGING CORPORATIONS

The merging corporations will be:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
Harland Financial Solutions, Inc.	Oregon	Corporation
Compushare, Inc.	California	Corporation
D+H USA Holdings Corporation	Delaware	Corporation

Section 3. SURVIVING CORPORATION

The surviving corporation will be Harland Financial Solutions, Inc., an Oregon corporation.

Section 4. MATERIAL TERMS AND CONDITIONS

4.1 Merger. At the Effective Time, Compushare and D+H USA HC will merge with and into Surviving Corporation, and the separate existence of both Compushare and D+H USA HC will cease.

4.2 Articles of Incorporation. The articles of incorporation of Surviving Corporation before the Effective Time, as amended by the amendments set forth on Schedule 4.2, will continue to be the articles of incorporation of Surviving Corporation after the Effective Time. At the Effective Time, the name of the Surviving Corporation shall be changed to D+H USA Corporation, as set forth in the attached Amended and Restated Articles of Incorporation.

4.3 Bylaws. The bylaws of Surviving Corporation before the Effective Time will continue to be the bylaws of Surviving Corporation after the Effective Time.

4.4 Directors. The directors of Surviving Corporation before the Effective Time will continue to be the directors of Surviving Corporation after the Effective Time.

4.5 Officers. The officers of Surviving Corporation before the Effective Time will continue to be the officers of Surviving Corporation after the Effective Time.

Section 5. CONVERSION OF SHARES

5.1 Compushare Conversion and Cancellation. As of the Effective Time, one million twenty-six thousand seventy-nine (1,026,079) shares of common stock of Compushare will be converted into three (3) shares of common stock of Surviving Corporation.

5.2 D+H USA HC Conversion and Cancellation. As of the Effective Time, three thousand five hundred (3,500) shares of common stock of D+H USA HC will be converted into thirty (30) shares of common stock of Surviving Corporation.

5.3 No Fractional Shares. No fractional shares will result from the merger.

Section 6. ABANDONMENT


At any time before the Effective Time, this Plan of Merger may be abandoned by the board of directors of Surviving Corporation.

[Signature page follows]

Dated: December 20, 2013


SURVIVING CORPORATION:

Harland Financial Solutions, Inc.,
an Oregon corporation

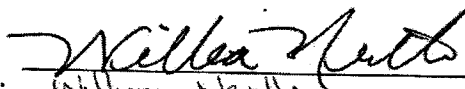
By: 
Name: Gerrard Schmid
Title: Chief Executive Officer

NONSURVIVING CORPORATIONS:

Compushare, Inc.,
a California corporation

By: 
Name: Gerrard Schmid
Title: Executive Vice President

D+H USA Holdings Corporation,
a Delaware corporation

By: 
Name: William Neville
Title: President

SCHEDULE 4.2

Articles of Incorporation

The Articles of Incorporation of Harland Financial Solutions, Inc. are hereby amended and restated in their entirety as follows:

(See attached Amended and Restated Articles of Incorporation)

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
D+H USA CORPORATION**

Pursuant to ORS 60.451, these Amended and Restated Articles of Incorporation supersede the existing Restated Articles of Incorporation of Harland Financial Solutions, Inc. (the "Corporation")

**ARTICLE I
Name**

The name of the Corporation is D+H USA Corporation, and its duration shall be perpetual.

**ARTICLE II
Authorized Shares**

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock with no par value.

**ARTICLE III
Liability**

A director shall have no personal liability to the Corporation or its stockholders for monetary damages for conduct as a director except for:

1. Any breach of the director's duty of loyalty to the Corporation or its stockholders;
2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
3. Any unlawful distribution under Oregon law;
4. Any transaction from which the director derived an improper personal benefit; and
5. Any act or omission occurring prior to the date that this Article becomes effective.

**ARTICLE IV
Indemnification**

1. **Indemnification.** The Corporation will indemnify an individual made a party to a proceeding because the individual is or was a director or officer of the Corporation against liability incurred in the proceeding to the fullest extent permitted by law.

2. **Advance for Expenses.** The Corporation will pay for or reimburse the reasonable expenses incurred by a director or officer of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding to the fullest extent permitted by law

NOTICE

- TO:** THE BANK OF NOVA SCOTIA (together with its successors and assigns), as Administrative Agent (as defined below) and Security Agent (as defined below)
- AND TO:** THE OTHER FINANCE PARTIES (as defined in the Credit Agreement, as defined below)
- AND TO:** PRUDENTIAL INVESTMENT MANAGEMENT, INC.
- AND TO:** INTEGRATED PRIVATE DEBT FUND II LP
- AND TO:** NEW YORK LIFE INVESTMENT MANAGEMENT LLC
- AND TO:** METROPOLITAN LIFE INSURANCE COMPANY
- AND TO:** INTEGRATED PRIVATE DEBT FUND III LP
- AND TO:** EACH PURCHASER (as defined in each of the Prudential and IPD NPA, the Prudential NPA, the NYLIM NPA, the MLIC NPA and the IPD NPA, each as defined below)
- RE:** Eighth amended and restated credit agreement dated as of August 16, 2013, by and among, *inter alia*, D+H Limited Partnership, D+H Ltd. and D+H USA General Partnership 1 (collectively, the "Borrowers") as borrowers, The Bank of Nova Scotia, as administrative agent (the "Administrative Agent") and the financial institutions from time to time party thereto, as lenders (such credit agreement as it may at any time or from time to time be further amended, restated, modified, supplemented or replaced, the "Credit Agreement")
- AND RE:** Third amended and restated note purchase and private shelf agreement dated as of August 16, 2013, by and among D+H Limited Partnership, Prudential Investment Management Inc., Integrated Private Debt Fund III LP and the Purchasers referred to therein (such third amended and restated note purchase and private shelf agreement as it may at any time and from time to time be further amended, restated, modified, supplemented or replaced, the "Prudential and IPD NPA")
- AND RE:** Amended and restated note purchase and private shelf agreement dated as of August 16, 2013, by and among the Borrowers, Prudential Investment Management Inc. and the Purchasers referred to therein (such note purchase and private shelf agreement as it may at any time and from time to time be further amended, restated, modified, supplemented or replaced, the "Prudential NPA")
- AND RE:** Amended and restated note purchase and private shelf agreement dated as of August 16, 2013 by and among the Borrowers, New York Life Investment Management LLC and the Purchasers referred to therein (such note purchase and private shelf agreement as it may at any time and from time to time be amended, restated, modified, supplemented or replaced, the "NYLIM NPA")

- AND RE:** Note purchase and private shelf agreement dated as of August 16, 2013 by and among the Borrowers, Metropolitan Life Insurance Company and the Purchasers referred to therein (such note purchase and private shelf agreement as it may at any time and from time to time be amended, restated, modified, supplemented or replaced, the "MLIC NPA")
- AND RE:** Note purchase and private shelf agreement dated as of August 16, 2013 by and among D+H Limited Partnership, D+H Ltd., Integrated Private Debt Fund III LP and the Purchasers referred to therein (such note purchase and private shelf agreement as it may at any time and from time to time be amended, restated, modified, supplemented or replaced, the "IPD NPA")
- AND RE:** Amended and restated omnibus U.S. general security agreement dated as of August 16, 2013, granted by, *inter alia*, D+H USA General Partnership 1, D+H USA Inc., Mortgagebot LLC, D+H USA General Partnership 2, D+H USA LLC, D+H USA Holdings Corporation, Compushare Inc., D+H S.A. R.L., Harland Financial Solutions, Inc. and HFS Research & Development Inc. to and in favour of The Bank of Nova Scotia, as security agent (the "Security Agent")
-

Notice is hereby given to the addressees hereof that effective as of January 1, 2014:

- (i) Mortgagebot LLC, a limited liability company formed under the laws of the State of Wisconsin, will merge into D+H USA Holdings Corporation, a corporation incorporated under the laws of the State of Oregon, with the legal name of the successor entity being "D+H USA Holdings Corporation" (the "**D+H USA Holdings Corporation Merger**");
- (ii) HFS Research & Development Inc., a corporation incorporated under the laws of the State of Delaware, will merge into Harland Financial Solutions, Inc., a corporation incorporated under the laws of the State of Oregon, with the legal name of the successor entity being "Harland Financial Solutions, Inc." (the "**First Harland Financial Solutions, Inc. Merger**");
- (iii) Compushare Inc., a corporation incorporated under the laws of the State of California and D+H USA Holdings Corporation, a corporation incorporated under the laws of the State of Oregon, will merge into Harland Financial Solutions, Inc., a corporation incorporated under the laws of the State of Oregon, with the legal name of the successor entity being "Harland Financial Solutions, Inc." (the "**Second Harland Financial Solutions, Inc. Merger**") and collectively, with the D+H USA Holdings Corporation Merger and the First Harland Financial Solutions, Inc. Merger, the "**Mergers**");
- (iv) D+H USA Inc., a corporation incorporated under the laws of the State of Delaware, will change its name to "D+H USA Holdings Inc."; and
- (v) Harland Financial Solutions, Inc., a corporation incorporated under the laws of the State of Oregon, will change its name to "D+H USA Corporation".

Each of the Mergers is between two entities which are full recourse obligors under each of the Credit Agreement, the Prudential and IPD NPA, the Prudential NPA, the NYLIM NPA, the MLIC NPA and the IPD NPA.

The undersigned hereby certify that (i) the implementation of each of the Mergers will not have a Material Adverse Effect (as defined in each of the Credit Agreement, the Prudential and IPD NPA, the Prudential NPA the NYLIM NPA, the MLIC NPA and the IPD NPA, as applicable) and (ii) no Default or Event of Default (as such terms are defined in each of the Credit Agreement, the Prudential and IPD NPA, the Prudential NPA the NYLIM NPA, the MLIC NPA and the IPD NPA, as applicable) has occurred and is continuing at the time of each of the Mergers and no Default or Event of Default will arise immediately thereafter.

[Remainder of Page Left Intentionally Blank]

DATED this 22nd day of November, 2013.

D+H LIMITED PARTNERSHIP, by its general partner, DAVIS + HENDERSON G.P. INC.

Authorized Signing Officer

D+H LTD.

Authorized Signing Officer

D+H USA GENERAL PARTNERSHIP 1, by D+H LTD., its managing partner

Authorized Signing Officer

D+H USA INC.

Authorized Signing Officer

HARLAND FINANCIAL SOLUTIONS, INC.

Authorized Signing Officer

Notice of Name Change and Merger