

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Custom Credit Systems, L.P.		12/12/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Misys International Banking Systems Limited		
Street Address:	One Kingdom Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W2 6BL		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3493396	CUSTOMLENDER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2138915031		
Email:	trademark@buchalter.com		
Correspondent Name:	Jessie K. Reider, CA Bar No. 237113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B6243-0024		
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237113		
SIGNATURE:	/jkr/		
DATE SIGNED:	03/13/2015		
Total Attachments: 5			
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THIS DEED OF ASSIGNMENT is dated 12 December 2014 (Deed):

BETWEEN:

- (1) **CUSTOM CREDIT SYSTEMS, L.P.**, a partnership organised pursuant to Chapters 151, 153 and 154 and Title 1 of the Texas Business Organisations Code whose registered office is at 801E. Campbell Road, Suite 652, Richardson, Texas, 75081-1890 (the **Assignor**); and
- (2) **MISYS INTERNATIONAL BANKING SYSTEMS LIMITED** (registered number 971479) whose registered office is at One Kingdom Street, London, W2 6BL (the **Assignee**).

BACKGROUND:

- (A) The Assignor is the proprietor of various (i) registered trade marks and trade mark applications; (ii) unregistered intellectual property rights; (iii) the domain names; and (iv) patent and patent applications, each as listed in the Schedule (the **Business Intellectual Property**).
- (B) The Assignor wishes to transfer the Business Intellectual Property to the Assignee on the terms and subject to the conditions set out in this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

Domain Names means the internet domain names set out in Schedule 1 Part 4;

Patents means the patents and patent applications that have been filed with, issued or registered by any governmental authority and in which the Assignor has an ownership interest as set out in Schedule 1 Part 5;

Trade Marks means the registered trade marks, unregistered trade marks and trade mark applications listed in Schedule 1, Part 1 and Schedule 1, Part 2; and

Unregistered Intellectual Property Rights means the unregistered intellectual property rights listed in Schedule 1, Part 3.

- 1.2 In this Deed, unless the contrary intention appears, a reference to a clause, subclause or schedule is a reference to a clause, subclause or schedule of or to this Deed. The schedules form part of this Deed.

2. ASSIGNMENT

- 2.1 In consideration of the sum of USD \$ [REDACTED] (the **Purchase Price**) the Assignor hereby assigns to the Assignee absolutely with full title guarantee all of its rights, title and interest in the Business Intellectual Property, together with the goodwill associated with the use of the Trade Marks, the Patents, the Unregistered Intellectual Property Rights and the Domain Names, together with the right to sue and recover damages and other remedies for any infringement of any of the Business Intellectual property which occurred prior to the date of this Deed.

- 2.2 The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Business Intellectual Property during the period of 6 months from the date of this Deed.

2.3 This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Trade Marks and to claim priority from those applications.

2.4 Property and risk in the Business Intellectual Property shall vest in Assignee as at the date of this Deed.

3. FURTHER ASSURANCES

3.1 The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which may be necessary to give effect to this Deed including to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks in those registries. The Assignee acknowledges that it must take all necessary steps in each relevant jurisdiction to perfect the assignments set out in clause 2 above.

4. WHOLE AGREEMENT

4.1 This Deed contains the whole agreement between the parties relating to the assignment of the Business Intellectual Property and supersedes all previous agreements, whether oral or in writing, between the parties relating thereto. Except as required by statute, no terms shall be implied (whether by custom usage or otherwise) into this Deed.

4.2 Each party acknowledges that in agreeing to enter into this Deed it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those repeated in full in this Deed) made by or on behalf of any other party before entering into this Deed. Each party waives all rights and remedies, which, but for this subclause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

5. THIRD PARTIES

A person who is not a party to this Deed may not enforce any of its terms.

6. GENERAL

6.1 This Deed is governed by English law.

6.2 Any non-contractual obligations arising out of or in connection with this assignment shall be governed by English law.

6.3 The parties agree that the English courts are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and the parties submit to the exclusive jurisdiction of the English Courts.

6.4 This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this assignment by executing a counterpart.

SCHEDULE 1

PART 1

Registered Trade Marks

Australia	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Switzerland	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
China (People's Republic)	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
European Community	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
South Korea	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Norway	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Romania	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Russian Federation	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Singapore	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Turkey	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
Int'l Registration - Madrid Protocol Only	THINWIRE	A0004645	04-May-06	885778	04-May-06	Registered	09
United States of America	CUSTOMLENDER	77153004	10-Apr-07	3493396	26-Aug-08	Registered	09

This assignment has been signed as a deed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

EXECUTED as a deed by CUSTOM CREDIT SYSTEMS,)
L.P. acting by Cynthia M. Anasson in the presence of a director

Cynthia M. Anasson
Cynthia M. Anasson

in the presence of:

) Authorised signatory

Witness's Signature *Lorraine Moores*

Name: *Lorraine Moores*
Address: *1130 6th Avenue
New York, N.Y. 10036*

EXECUTED as a deed by MISYS INTERNATIONAL)
BANKING SYSTEMS LIMITED

acting by _____, a director)

in the presence of:

) Director

Witness's Signature

Name:

Address:

This assignment has been signed as a deed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

EXECUTED as a deed by **CUSTOM CREDIT SYSTEMS,**)
L.P. acting by in the presence of

in the presence of:

)
) Authorised signatory

Witness's Signature


Name:

Address:

EXECUTED as a deed by **MISYS INTERNATIONAL**)
BANKING SYSTEMS LIMITED

acting by *T.M. HONER*, a director

in the presence of:

) 
) Director

Witness's Signature *V. Brad*

Name: *VICTORIA BRADIN*

Address: *ONE KINGDOM STREET*
LONDON