

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fundtech Ltd.		05/08/2015	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	44 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2317092	GLOBAL PAY PLUS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	57719-129016		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	05/12/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 8, 2015, is made by **Fundtech Ltd.**, a company organized under the laws of the State of Israel ("Granting Party"), to **The Bank of Nova Scotia**, a Canadian chartered bank, as security agent for and on behalf of the Finance Parties (as defined in the Security Sharing Agreement) (in such capacity, together with its successors and assigns, "Security Agent").

PRELIMINARY STATEMENT:

WHEREAS, Granting Party and Security Agent are parties to that certain Charge Agreement, dated on even date herewith (as the same may be amended, modified, supplemented or replaced from time to time by joinder or otherwise, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

AND WHEREAS, the Finance Parties have extended and may extend from time to time credit to the Borrowers pursuant to the Finance Documents for the purposes of, inter alia, financing the acquisition by way of merger (the "Merger") of a wholly-owned subsidiary of D+H USA Corporation with and into Fundtech Investments II, Inc. ("Fundtech II");

AND WHEREAS, Granting Party is a wholly-owned, indirect subsidiary of Fundtech II and is financed in part by intercompany loans by its parent corporations;

AND WHEREAS, the credit facilities in favor of the Borrowers under the Credit Agreement will be used, among other things, to allow Fundtech II and the other parent companies of the Granting Party to continue to provide intercompany loans to the Granting Party to use for working capital and general corporate purposes;

AND WHEREAS, the proceeds of the notes of the Borrowers purchased by the Noteholders under their respective Note Purchase Agreements will also be used, among other things, to provide intercompany loans to the Granting Party to use for working capital and general corporate purposes;

AND WHEREAS, in furtherance of the obligations of the Granting Party under the Finance Documents, including the Security Agreement, taking into account all the benefits it is expected to derive from the Merger, and in order to record the security interest in certain intellectual property of the Granting Party granted to the Security Agent therein, the Security Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Security Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Secured Obligations (as defined in the Security

Sharing Agreement), Granting Party hereby grants to the Security Agent, for and on behalf of and for the benefit of itself and each of the other Finance Parties, a continuing security interest in and continuing lien on, its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all United States and foreign registered and unregistered trade names, trademarks, service marks, domain names and other Internet addresses or identifiers, trade dress, corporate names and similar rights thereto, including any registrations for and applications (including intent to use applications) to register any of the foregoing, all renewals thereof and all goodwill associated therewith (collectively, "Trademarks"), including, without limitation, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. The Granting Party is prohibited from granting liens on the Trademarks to any third parties other than as and to the extent specifically provided in the Finance Documents.

SECTION 3. Governing Document. This Agreement is made pursuant to and subject to the terms of the Finance Documents, including the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 4. It is agreed that, notwithstanding anything to the contrary in this Agreement or in any other agreement between the parties, enforcement of the security interest created hereunder and the scope thereof shall be subject to any mandatory law binding the Granting Party at the time of such enforcement.

SECTION 5. Governing Law.

a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE LIEN AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK LOCATED IN NEW YORK CITY, NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY

HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE PARTIES HERETO AT THEIR ADDRESSES REFERRED TO IN SECTION 18.1 OF THE SECURITY AGREEMENT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED IN ANY OTHER JURISDICTION.


SECTION 6. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FUNDTECH LTD.,
an Israeli limited company

By:



Name: _____
Title: _____

EXHIBIT A
TRADEMARKS

TRADEMARK / DESIGN	SERIAL NO. / FILING DATE	REGISTRATION NO. / REGISTRATION DATE
GLOBAL PAY PLUS GLOBAL PAY PLUS	75389243 11.13.1997	2317092 02.08.2000

DOMAIN NAME
bankserv.net
commerciant.com