

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fundtech Corporation		04/30/2015	CORPORATION: DELAWARE
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: 6			
Property Type	Number	Word Mark	
Registration Number:	3538602	ACHPLU\$	
Registration Number:	2911619	CASHPLUS	
Registration Number:	1915788	FEDPLU\$	
Registration Number:	1917090	FUNDTECH	
Registration Number:	2437358	WIREUP	
Registration Number:	3948785	PAYMENTSLIVE!	
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:	09/15/2015		

CH \$165.00 3538602

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 30, 2015, is made by **Fundtech Corporation**, a Delaware corporation (“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, certain other “Debtors” (as defined therein) and Security Agent are parties to that certain Amended and Restated Omnibus U.S. General Security Agreement, dated as of August 16, 2013 (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

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement 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 Trademarks, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, 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. Governing Document. This Agreement is made pursuant to and subject to the terms of 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 3. Governing Law. 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 AS MORE FULLY SET FORTH IN SECTION 1.6 OF THE SECURITY AGREEMENT (WHICH SECTION 1.6 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

SECTION 4. 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 CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TRADEMARKS

TRADEMARK / DESIGN	SERIAL NO. / FILING DATE	REGISTRATION NO. / REGISTRATION DATE
ACHPLUS ACHPLUS	78497048 10.08.2004	3538602 11.25.2008
CASHPLUS	78144169 07.16.2002	2911619 12.14.2004
FEDPLUS FEDPLUS	74300506 08.03.1992	1915788 08.29.1995
FUNDTECH	74423381 08.11.1993	1917090 09.05.1995
WIREUP	75389804 11.13.1997	2437358 03.20.2001
FUNDTECH	74423381 08.11.1993	1917090 09.05.1995
PAYMENTSLIVE! PAYMENTSLIVE!	77898465 12.21.2009	3948785 04.19.2011

DOMAIN NAME
accountis.com
accountis.net
bacsactive-ip.com
bacsactiveip.com
bankservgfx.com
bankservgfx.info
bbp.ch
check360.us
ebprinter.com
excellenceinpayments.com
excellenceinpayments.net
excellenceinpayments.org
fedwires.com
first-sb.com

fundtech-fsc.com
fundtech.ch
fundtech.com
fundtechnetwork.com
global-sb.com
i-sware.com
ibasec.com
mobilescape.com
mobilescape.net
mobilescape3000.com
node66.net
payaway-helpdesk.com
payplususa.info