

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431452

| | | | |
|-----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| D+H USA Corporation | | 06/13/2017 | Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC, as Collateral Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 55 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1391462 | LASER PRO | |
| Registration Number: | 1710718 | DEPOSIT PRO | |
| Registration Number: | 1845041 | ENCORE | |
| Registration Number: | 1874579 | LAWYER PRO | |
| Registration Number: | 1884624 | INTERLINQ | |
| Registration Number: | 1913092 | ULTRADATA | |
| Registration Number: | 1931747 | RE:SEARCH | |
| Registration Number: | 2004386 | ULTRAFIS | |
| Registration Number: | 2074456 | ULTRA ACCESS | |
| Registration Number: | 2113257 | INTRIEVE | |
| Registration Number: | 2191251 | GEO PRO | |
| Registration Number: | 2208966 | COMPLIANCE MATTERS | |
| Registration Number: | 2255836 | ULTRA-VOICE | |
| Registration Number: | 2288341 | STARGATE/FX | |
| Registration Number: | 2315731 | SPARAK | |
| Registration Number: | 2331100 | ARC IMAGE | |
| Registration Number: | 2337434 | SPARAK | |
| Registration Number: | 2400962 | CHECKQUEST | |
| Registration Number: | 2403322 | EZ ID | |

OP \$1390.00 1391462

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 2405239 | SUPERVIEW |
| Registration Number: | 2407751 | EZ TELLER |
| Registration Number: | 2464623 | MORTGAGE MARVEL |
| Registration Number: | 2481132 | CAVION |
| Registration Number: | 2510699 | MYKEPTDATA.COM |
| Registration Number: | 2526853 | PROMOBRANCH |
| Registration Number: | 2529223 | INFOBRANCH |
| Registration Number: | 2552655 | TOUCHE' |
| Registration Number: | 2602265 | CALCEXPERT |
| Registration Number: | 2669138 | SALES PRO |
| Registration Number: | 2947555 | E3 |
| Registration Number: | 2988290 | GREATDOCS |
| Registration Number: | 3150871 | CREDITQUEST |
| Registration Number: | 3157495 | PROSIGN |
| Registration Number: | 3280611 | VALIDIFY |
| Registration Number: | 3303905 | MORTGAGEBOT |
| Registration Number: | 3396428 | OPENPATH |
| Registration Number: | 3490991 | RISK DIRECTOR |
| Registration Number: | 3512292 | USWITCH |
| Registration Number: | 3512318 | UVIEW |
| Registration Number: | 3742783 | PHOENIX EFE |
| Registration Number: | 3914893 | JUST ASK |
| Registration Number: | 3945199 | SERVICING DIRECTOR |
| Registration Number: | 4156094 | C3 |
| Registration Number: | 4235123 | DPXPAY |
| Registration Number: | 4241764 | ACTIVEVIEW |
| Registration Number: | 4339469 | DPX |
| Registration Number: | 4393837 | THE TRUSTED LENDING PLATFORM |
| Registration Number: | 4397643 | MORTGAGEBOT ENTERPRISEPOS |
| Registration Number: | 4397644 | MORTGAGEBOT ENTERPRISELOS |
| Registration Number: | 4397645 | MORTGAGEBOT ENTERPRISE |
| Registration Number: | 4712891 | FUSION WORKFLOW MANAGER |
| Registration Number: | 4799910 | UBANKING |
| Registration Number: | 4938840 | DEPOSITBOT |
| Registration Number: | 5108907 | CONSUMERBOT |
| Registration Number: | 5187428 | BAROMETER |

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

| | |
|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 049270-0089 |
|--------------------------------|-------------|

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|---------------------------|---------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
|---------------------------|---------------|

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|-------------------|-----------------|
| SIGNATURE: | /Rhonda DeLeon/ |
|-------------------|-----------------|

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|---------------------|------------|
| DATE SIGNED: | 06/15/2017 |
|---------------------|------------|

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of June 13, 2017 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Barclays Bank PLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of June 13, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Almonde, Inc., a Delaware corporation (the "US Borrower"), certain subsidiaries and affiliates of the US Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Initial First Lien Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of June 13, 2017, among Holdings, the Borrowers named therein, the lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent, as such agreement may be amended, restated, waived, replaced and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement dated as of June 13, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Holdings, the Borrowers, the Subsidiary Guarantors, the other Persons from time to time party thereto, the Administrative Agent, the Collateral Agent, the First Lien Administrative Agent, the First Lien Collateral Agent, and the other Persons from time to time party

thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MISYS INTERNATIONAL BANKING SYSTEMS, INC.,
a New York corporation

By: 

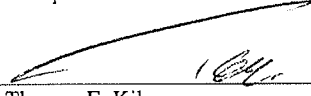
Name: Craig Schachter

Title: President

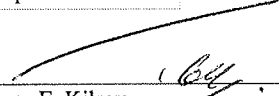
[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006085 FRAME: 0429

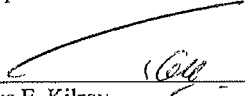
BSERV, INC.,
a Nevada corporation

By: 
Name: Thomas E. Kilroy
Title: Chief Executive Officer

D+H USA CORPORATION,
an Oregon corporation

By: 
Name: Thomas E. Kilroy
Title: Chief Executive Officer


FUNDTECH CORPORATION,
a Delaware corporation

By: 
Name: Thomas E. Kilroy
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

ACCEPTED AND AGREED:

BARCLAYS BANK PLC,
as Collateral Agent

By:  _____

Name: Robby Kumar

Title: Managing Director

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | MARK | REGISTRATION NUMBER |
|--------------------------------|--------------------|----------------------------|
| D+H USA CORPORATION | LASER PRO | 1391462 |
| D+H USA CORPORATION | DEPOSIT PRO | 1710718 |
| D+H USA CORPORATION | ENCORE | 1845041 |
| D+H USA CORPORATION | LAWYER PRO | 1874579 |
| D+H USA CORPORATION | INTERLINQ | 1884624 ¹ |
| D+H USA CORPORATION | ULTRADATA | 1913092 |
| FUNDTECH CORPORATION | FUNDTECH | 1917090 |
| D+H USA CORPORATION | RE:SEARCH | 1931747 ² |
| BSERV, INC. DBA BANKSERV, INC. | TURBOSWIFT | 1953582 |
| D+H USA CORPORATION | ULTRAFIS | 2004386 |
| D+H USA CORPORATION | ULTRA ACCESS | 2074456 ³ |
| D+H USA CORPORATION | INTRIEVE | 2113257 |
| D+H USA CORPORATION | GEO PRO | 2191251 |
| D+H USA CORPORATION | COMPLIANCE MATTERS | 2208966 |
| BSERV, INC. | BANKSERV | 2227240 |
| D+H USA CORPORATION | ULTRA-VOICE | 2255836 |
| D+H USA CORPORATION | STARGATE/FX | 2288341 |
| D+H USA CORPORATION | SPARAK | 2315731 |
| D+H USA CORPORATION | ARC IMAGE | 2331100 |
| D+H USA CORPORATION | SPARAK | 2337434 |
| D+H USA CORPORATION | CHECKQUEST | 2400962 |
| D+H USA CORPORATION | EZ ID | 2403322 |
| D+H USA CORPORATION | SUPERVIEW | 2405239 |
| D+H USA CORPORATION | EZ TELLER | 2407751 |
| FUNDTECH CORPORATION | WIREUP | 2437358 |
| D+H USA CORPORATION | MORTGAGE MARVEL | 2464623 |
| D+H USA CORPORATION | CAVION | 2481132 |

¹ This registration will not be renewed.

² This registration will not be renewed.

³ This registration will not be renewed.

| OWNER | MARK | REGISTRATION NUMBER |
|--|---|----------------------------|
| D+H USA CORPORATION | MYKEPTDATA.COM | 2510699 |
| D+H USA CORPORATION | PROMOBRANCH | 2526853 |
| D+H USA CORPORATION | INFOBRANCH | 2529223 |
| D+H USA CORPORATION | TOUCHE' | 2552655 |
| D+H USA CORPORATION | CALCEXPERT | 2602265 |
| D+H USA CORPORATION | SALES PRO | 2669138 |
| BSERV, INC. | NETDEPOSIT | 2812483 |
| BSERV, INC. | NETDEPOSIT | 2812484 |
| FUNDTECH CORPORATION | CASHPLUS | 2911619 |
| BSERV, INC. (formerly BSERV INTERNET PAYMENTS, INC.) | MOBILESCAPE | 2925607 ⁴ |
| BSERV, INC. | SAMEDAYPAY YOUR SOURCE FOR LAST MINUTE PAYMENTS | 2945780 |
| D+H USA CORPORATION | E3 | 2947555 |
| D+H USA CORPORATION | GREATDOCS | 2988290 |
| BSERV, INC. | DECISION GATEWAY | 3022225 |
| D+H USA CORPORATION | CREDITQUEST | 3150871 |
| D+H USA CORPORATION | PROSIGN | 3157495 |
| BSERV, INC. | DEPOSITNOW! | 3180937 |
| BSERV, INC. | DEPOSIT NOW! | 3186888 |
| BSERV, INC. | NETCAPTURE | 3228703 |
| D+H USA CORPORATION | VALIDIFY | 3280611 |
| D+H USA CORPORATION | MORTGAGEBOT | 3303905 |
| D+H USA CORPORATION | OPENPATH | 3396428 |
| D+H USA CORPORATION | RISK DIRECTOR | 3490991 |
| D+H USA CORPORATION | USWITCH | 3512292 |
| D+H USA CORPORATION | UVIEW | 3512318 |
| FUNDTECH CORPORATION | ACHPLUS | 3538602 |
| BSERV, INC. | NETCONNECT | 3628793 |
| BSERV, INC. | TOTALTRANSACT | 3708296 |
| D+H USA CORPORATION | PHOENIX EFE | 3742783 |
| D+H USA CORPORATION | JUST ASK | 3914893 |
| D+H USA CORPORATION | SERVICING DIRECTOR | 3945199 |
| FUNDTECH CORPORATION | PAYMENTSLIVE! | 3948785 ⁵ |
| D+H USA CORPORATION | C3 | 4156094 |
| D+H USA CORPORATION | DPXPAY | 4235123 |
| D+H USA CORPORATION | ACTIVEVIEW | 4241764 |
| D+H USA CORPORATION | DPX | 4339469 |
| D+H USA CORPORATION | THE TRUSTED LENDING | 4393837 |

⁴ This registration will not be renewed.

⁵ This registration will not be renewed.

| OWNER | MARK | REGISTRATION NUMBER |
|--|--------------------------------------|----------------------------|
| | PLATFORM | |
| D+H USA CORPORATION | MORTGAGEBOT ENTERPRISEPOS | 4397643 |
| D+H USA CORPORATION | MORTGAGEBOT ENTERPRISELOS | 4397644 |
| D+H USA CORPORATION | MORTGAGEBOT ENTERPRISE | 4397645 |
| D+H USA CORPORATION | FUSION WORKFLOW MANAGER | 4712891 |
| D+H USA CORPORATION | UBANKING | 4799910 |
| D+H USA CORPORATION | DEPOSITBOT | 4938840 |
| D+H USA CORPORATION | CONSUMERBOT | 5108907 |
| D+H USA CORPORATION | BAROMETER | 5187428 |
| MISYS INTERNATIONAL BANKING SYSTEMS INC. | OPICS | 1982337 |
| MISYS INTERNATIONAL BANKING SYSTEMS INC. | SUMMIT | 2029619 |
| MISYS INTERNATIONAL BANKING SYSTEMS INC. | MISYS OPEN SOURCE SOLUTIONS | 4094077 |
| MISYS INTERNATIONAL BANKING SYSTEMS INC. | MISYS ENVIRONMENTAL TRADING PLATFORM | 4175951 |

United States Trademark Applications:

| OWNER | MARK | APPLICATION NUMBER |
|----------------------|------------------------|---------------------------|
| FUNDTECH CORPORATION | TOTAL MESSAGING | 87196838 |
| FUNDTECH CORPORATION | TOTAL SCREENING | 87196832 |
| FUNDTECH CORPORATION | TOTAL PAYMENTS | 87310231 |
| FUNDTECH CORPORATION | TOTAL TREASURY | 87310246 |
| D+H USA CORPORATION | INVISION | 86360596 |
| D+H USA CORPORATION | LENDING WITHOUT LIMITS | 87331429 |

U.S. State Registrations

| State | D+H USA Corporation Mark | International Class(es) | Registration No. | Comments |
|--------------|--------------------------|-------------------------|------------------|---------------------|
| Alabama | D+H | 9, 36, 45 | 114365 | D+H USA Corporation |
| Louisiana | D+H | 42 | 651548 | D+H USA Corporation |
| Nebraska | D+H | 20, 42 | 10193066 | D+H USA Corporation |
| North Dakota | D+H | 35, 42 | 36687700 | D+H USA Corporation |
| Wisconsin | D+H | 35 | | D+H USA Corporation |