

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fundtech Corporation		06/13/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1917090	FUNDTECH	
<b>Registration Number:</b>	2437358	WIREUP	
<b>Registration Number:</b>	2911619	CASHPLUS	
<b>Registration Number:</b>	3538602	ACHPLU\$	
<b>Registration Number:</b>	3948785	PAYMENTSLIVE!	
<b>Serial Number:</b>	87196838	TOTAL MESSAGING	
<b>Serial Number:</b>	87196832	TOTAL SCREENING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049270-0089		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	06/15/2017		

OP \$190.00 1917090

**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*.

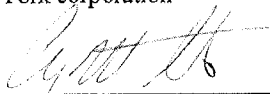
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Initial 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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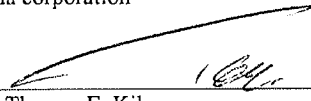
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

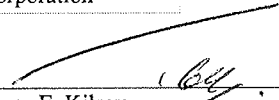
By:   
Name: Craig Schachter  
Title: President

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

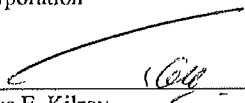
**BSERV, INC.,**  
a Nevada corporation

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:

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
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 <sup>1</sup>
D+H USA CORPORATION	ULTRADATA	1913092
FUNDTECH CORPORATION	FUNDTECH	1917090
D+H USA CORPORATION	RE:SEARCH	1931747 <sup>2</sup>
BSERV, INC. DBA BANKSERV, INC.	TURBOSWIFT	1953582
D+H USA CORPORATION	ULTRAFIS	2004386
D+H USA CORPORATION	ULTRA ACCESS	2074456 <sup>3</sup>
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

<sup>1</sup> This registration will not be renewed.

<sup>2</sup> This registration will not be renewed.

<sup>3</sup> This registration will not be renewed.

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
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 <sup>4</sup>
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 <sup>5</sup>
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

<sup>4</sup> This registration will not be renewed.

<sup>5</sup> This registration will not be renewed.

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
	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:

<b>OWNER</b>	<b>MARK</b>	<b>APPLICATION NUMBER</b>
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