

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finastra Software, Inc.		08/24/2018	Corporation: DELAWARE
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: 8			
Property Type	Number	Word Mark	
Registration Number:	5027650	MOBILE ONLY EXPERIENCE	
Registration Number:	5284045	M MALAUZAI	
Registration Number:	4829151	SMARTWEBAPPS	
Registration Number:	4876293	SMARTWEARAPPS	
Registration Number:	4876292	SMARTWEARAPPS	
Registration Number:	4961865	SMARTAPP	
Registration Number:	5079904	SMARTAPP	
Registration Number:	5357703		
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 5027650

DATE SIGNED:	08/26/2018
---------------------	------------

Total Attachments: 6

source=Project Vine (2018 Joinder) - 2nd Lien - Trademark Security Agreement (Executed)#page1.tif

source=Project Vine (2018 Joinder) - 2nd Lien - Trademark Security Agreement (Executed)#page2.tif

source=Project Vine (2018 Joinder) - 2nd Lien - Trademark Security Agreement (Executed)#page3.tif

source=Project Vine (2018 Joinder) - 2nd Lien - Trademark Security Agreement (Executed)#page4.tif

source=Project Vine (2018 Joinder) - 2nd Lien - Trademark Security Agreement (Executed)#page5.tif

source=Project Vine (2018 Joinder) - 2nd Lien - Trademark Security Agreement (Executed)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of August 24, 2018 (this "Trademark Security Agreement"), is made by Finastra Software, Inc., a Delaware corporation (the "Pledgor"), 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, Finastra USA, Inc., a Delaware corporation (formerly known as Almonde, Inc. and subsequently as Finastra Delaware, Inc.), (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 Pledgor has joined as a party to the Credit Agreement and to the 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 Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises of the Credit Agreement, the 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. The 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 Pledgor hereby acknowledges and affirms 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. The 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.

[Remainder of this page intentionally left blank

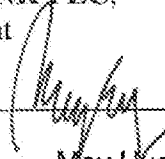
IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FINASTRA SOFTWARE, INC.,
a Delaware corporation

By: Jason Roufogalis
Name: Jason Roufogalis
Title: President

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name: 
Title: May Huang
Assistant Vice President

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

TRADEMARK
REEL: 006422 FRAME: 0596

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Finastra Software, Inc.	MOBILE ONLY EXPERIENCE	5027650
Finastra Software, Inc.	M MALAUZAI and Design	5284045
Finastra Software, Inc.	SMARTWEBAPPS	4829151
Finastra Software, Inc.	SMARTWEARAPPS	4876293
Finastra Software, Inc.	SMARTWEARAPPS	4876292
Finastra Software, Inc.	SMARTAPP	4961865
Finastra Software, Inc.	SMARTAPP	5079904
Finastra Software, Inc.	Monkey and Design	5357703

United States Trademark Applications:

None.