

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Finastra Software, Inc.		08/24/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5027650	MOBILE ONLY EXPERIENCE	
<b>Registration Number:</b>	5284045	M MALAUZAI	
<b>Registration Number:</b>	4829151	SMARTWEBAPPS	
<b>Registration Number:</b>	4876293	SMARTWEARAPPS	
<b>Registration Number:</b>	4876292	SMARTWEARAPPS	
<b>Registration Number:</b>	4961865	SMARTAPP	
<b>Registration Number:</b>	5079904	SMARTAPP	
<b>Registration Number:</b>	5357703		
<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/		

OP \$215.00 5027650

<b>DATE SIGNED:</b>	08/26/2018
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**Total Attachments: 5**

- source=Project Vine (2018 Joinder) - 1st Lien - Trademark Security Agreement (Executed)#page1.tif
- source=Project Vine (2018 Joinder) - 1st Lien - Trademark Security Agreement (Executed)#page2.tif
- source=Project Vine (2018 Joinder) - 1st Lien - Trademark Security Agreement (Executed)#page3.tif
- source=Project Vine (2018 Joinder) - 1st Lien - Trademark Security Agreement (Executed)#page4.tif
- source=Project Vine (2018 Joinder) - 1st Lien - Trademark Security Agreement (Executed)#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First 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 Morgan Stanley Senior Funding, Inc., 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 First 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 First 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 first 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*.

[Remainder of this page intentionally left blank

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

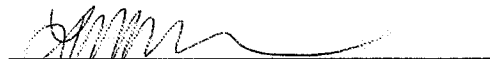
**FINASTRA SOFTWARE, INC.,**  
a Delaware corporation

By: Jason Roufogalis  
Name: Jason Roufogalis  
Title: President

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By:



Name: Lisa Hanson

Title: Vice President

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

**TRADEMARK**

**REEL: 006432 FRAME: 0370**

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>
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.