

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664709

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900622539

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Patsystems (UK) Limited		06/03/2021	Private Limited Company: ENGLAND AND WALES
Lab49 Consulting Limited		06/03/2021	Private Limited Company: IRELAND
Fidessa Buy-Side Limited		06/03/2021	Private Limited Company: ENGLAND AND WALES
Fidessa Group Holdings Limited		06/03/2021	Private Limited Company: ENGLAND AND WALES
Rolfe & Nolan Systems Limited		06/03/2021	Private Limited Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	Lucid Trustee Services Limited
Street Address:	6th Floor, No 1 Building 1-5 London Wall Buildings
City:	London Wall, London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5PG
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4012234	TESSERACT
Registration Number:	4012233	MINERVA
Registration Number:	4011945	LATENTZERO
Registration Number:	3162639	LATENTZERO
Registration Number:	3119710	SENTINEL
Registration Number:	5242389	FIDESSA PROSPECTOR
Registration Number:	3937169	FRAGULATOR
Registration Number:	4149766	FIDESSA
Registration Number:	4207904	FI
Registration Number:	4032830	FFI
Registration Number:	4036389	TRADALYZER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3003535	FIDESSA
Registration Number:	2231381	FIDESSA
Registration Number:	3937190	XLINK
Registration Number:	3914471	PRO-MARK
Registration Number:	2719849	PATSYSTEMS
Registration Number:	2671227	J-TRADER
Registration Number:	1814156	RISC

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 4411002-0037-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 08/03/2021

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 3, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Lucid Trustee Services Limited, as security agent (the “Security Agent”) for the Holders (as defined in the Indenture referred to below).

WHEREAS, ION TRADING TECHNOLOGIES S.À R.L., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 63-65 rue de Merl, L-2146 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 177.176 (the “Issuer”) and ION TRADING TECHNOLOGIES LIMITED, a private limited company incorporated under the laws of the Republic of Ireland with registered number 526505 (the “Parent Guarantor”), have entered into an Indenture dated May 7, 2021 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Indenture”), with Lucid Trustee Services Limited, as Trustee and Security Agent and the other parties party thereto from time to time. Capitalized terms defined in the Indenture or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, it is a condition under the Indenture that each Grantor shall have granted the security interests and made the pledges contemplated by the U.S. Security Agreement dated June 3, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Security Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the benefit of the Holders and the other Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and/or the United States Copyright Office (the “USCO”), as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Security Agent agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Security Agent (and its successors and permitted assigns), for the benefit of the Holders, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including, without limitation, the United States federal patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including, without limitation, the United States federal trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under

applicable federal law, provided that after any such Statement of Use or Amendment to Allege Use is filed for any such intent-to-use trademark application this grant of a security interest shall automatically apply thereto), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the United States federal copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Holder under the Note Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Note Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE SECURITY AGENT OR ANY HOLDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY NOTE PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

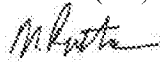
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.8 OF THE INDENTURE. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE

WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Security Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PATSYSTEMS (UK) LIMITED

By: 
Name: Mandy Rutter
Title: Director

FINANCIAL SOFTWARE SYSTEMS INC.

By: _____
Name: Conor Clinch
Title: Authorized Officer

LAB49 CONSULTING LIMITED

By: _____
Name: Patrick Walsh
Title: Director

FIDESSA TRADING UK LIMITED

By: _____
Name: Conor Clinch
Title: Director

FIDESSA BUY-SIDE LIMITED

By: _____
Name: Conor Clinch
Title: Director

FIDESSA GROUP HOLDINGS LIMITED

By: _____
Name: Conor Clinch
Title: Director

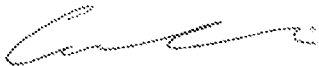
[Signature Page to Intellectual Property Security Agreement]

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PATSYSTEMS (UK) LIMITED

By: _____
Name: Mandy Rutter
Title: Director

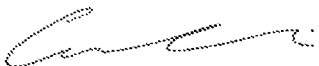
FINANCIAL SOFTWARE SYSTEMS INC.

By:  _____
Name: Conor Clinch
Title: Authorized Officer

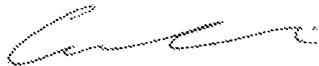
LAB49 CONSULTING LIMITED

By: _____
Name: Patrick Walsh
Title: Director

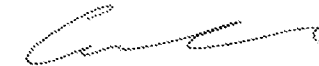
FIDESSA TRADING UK LIMITED

By:  _____
Name: Conor Clinch
Title: Director

FIDESSA BUY-SIDE LIMITED

By:  _____
Name: Conor Clinch
Title: Director

FIDESSA GROUP HOLDINGS LIMITED

By:  _____
Name: Conor Clinch
Title: Director

IN WITNESS WHEREOF, each Grantor and the Security Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

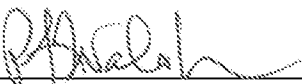
PATSYSTEMS (UK) LIMITED

By: _____
Name: Mandy Rutter
Title: Director

FINANCIAL SOFTWARE SYSTEMS INC.

By: _____
Name: Conor Clinch
Title: Authorized Officer

LAB49 CONSULTING LIMITED

By:  _____
Name: Patrick Walsh
Title: Director

FIDESSA TRADING UK LIMITED

By: _____
Name: Conor Clinch
Title: Director

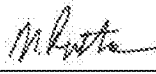
FIDESSA BUY-SIDE LIMITED

By: _____
Name: Conor Clinch
Title: Director

FIDESSA GROUP HOLDINGS LIMITED

By: _____
Name: Conor Clinch
Title: Director

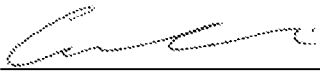
ROLFE & NOLAN SYSTEMS LIMITED

By: 
Name: Mandy Rutter
Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007372 FRAME: 0317


SPOT SYSTEMS, INC.

By:  _____

Name: Conor Clinch

Title: Authorized Officer

LUCID TRUSTEE SERVICES LIMITED, as
Security Agent

By: 
Name: W. RUSSELL
Title: AUTHORIZED SIGNATORY

[Signature Page to Intellectual Property Security Agreement]

**Schedule A
to Intellectual Property Security Agreement**

Patents

Owner	Title	Application No.	Application Date	Patent No.	Date of Patent Issue
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEM AND METHOD FOR MATCHLESS POST-TRADE PROCESSING	14446217	7/29/2014	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR DISPLAYING CURRENT ORDER PERFORMANCE	15253088	08/31/2016	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	CALL LEVEL PRICE ALERTS	15404836	01/12/2017	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEM FOR GENERATING AND TRANSMITTING INDICATIONS OF INTEREST	15585367	05/03/2017	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	GRAPHICAL USER INTERFACE FOR MANAGING AND DISTRIBUTING INDICATIONS OF INTEREST	15687257	08/25/2017	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ACTIONABLE CONTEXTUALIZED ALERTS WITHIN AN ORDER MANAGEMENT SYSTEM	15879623	01/25/2018	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SWITCHING LAYER FOR TRADING ON GLOBAL MARKETS	16018327	06/26/2018	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR TRADING WITH MARKET DEPTH INFORMATION	16238148	01/02/2019	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR DISPLAYING ORDER PERFORMANCE METRICS	16722883	12/20/2019	N/A	N/A

FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR TRADING WITH MARKET DEPTH INFORMATION	14250048	04/10/2014	10217166	02/29/2019
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR TRADING WITH MARKET DEPTH INFORMATION	14250072	04/10/2014	9959573	05/01/2018
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEM AND METHOD FOR BUY-SIDE ORDER MATCHING	14284169	05/21/2014	9922373	03/20/2018
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SWITCHING LAYER FOR TRADING ON GLOBAL MARKETS	14546151	11/18/2014	10032220	07/24/2018
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR DISPLAYING ORDER PERFORMANCE METRICS	14743113	06/18/2015	10552903	02/04/2020
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ALGORITHMIC MODEL TO ALLOW FOR ORDER COMPLETION AT SETTLEMENT OR AT CLOSE USING EXCHANGE MANDATED RULES FOR SETTLEMENT DETERMINATION	14939370	11/12/2015	10332207	06/25/2019
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEM CAPACITY HEATMAP	15376899	12/13/2016	10771359	08/09/2020
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ORDER EXECUTION QUALITY OF FINANCIAL MARKET TRANSACTIONS UTILIZING AN ADJUSTED Z-SCORE BENCHMARK	15473968	03/22/2018	10346917	09/09/2019
FIDESSA TRADING UK LIMITED	SYSTEMS AND METHODS FOR RISK MANAGEMENT IN A	15587607			

(formerly Fidessa PLC)	GEOGRAPHICALLY DISTRIBUTED TRADING SYSTEM		05/05/2017	10628768	04/21/2020
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEMS AND METHODS FOR TRADING WITH MARKET DEPTH INFORMATION	15928898	03/22/2018	10762569	09/01/2020
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	SYSTEM AND METHOD FOR BUY-SIDE ORDER MATCHING	15888603	02/05/2018	10699338	06/30/2020
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ALGORITHMIC MODEL TO ALLOW FOR ORDER COMPLETION AT SETTLEMENT OR AT CLOSE USING EXCHANGE MANDATED RULES FOR SETTLEMENT DETERMINATION	16405305	05/07/2019	10915956	02/09/2021
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ORDER EXECUTION QUALITY OF FINANCIAL MARKET TRANSACTIONS UTILIZING AN ADJUSTED Z-SCORE BENCHMARK	16430220	06/03/2019	10789648	09/29/2020
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ORDER EXECUTION QUALITY OF FINANCIAL MARKET TRANSACTIONS UTILIZING AN ADJUSTED Z-SCORE BENCHMARK	17003189	08/26/2020	N/A	N/A
FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	ALGORITHMIC MODEL TO ALLOW FOR ORDER COMPLETION AT SETTLEMENT OR AT CLOSE USING EXCHANGE MANDATED RULES FOR SETTLEMENT DETERMINATION	17148013	01/13/2021	N/A	N/A

FIDESSA TRADING UK LIMITED (formerly Fidessa PLC)	STRATEGY LEG PRICE CALCULATION FOR INTERNAL MARKET FILLS	16262141	1/30/2019	N/A	N/A
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**Schedule B
to Intellectual Property Security Agreement**

Trademarks

Registration Number	Registration Date	Serial Number	Mark	Owner
4012234	8/16/2011	85223249	TESSERACT	Fidessa Buy-side Limited
4012233	8/16/2011	85223238	MINERVA	Fidessa Buy-side Limited
4011945	8/16/2011	85219534	LATENTZERO	Fidessa Buy-side Limited
3162639	10/24/2006	78769677	LATENTZERO	Fidessa Buy-side Limited
3119710	7/25/2006	78600820	SENTINEL	Fidessa Buy-side Limited
5242389	7/11/2017	86930652	FIDESSA PROSPECTOR	Fidessa Group Holdings Limited
3937169	3/29/2011	85067543	FRAGULATOR	Fidessa Group Holdings Limited
4149766	5/29/2012	85436188	FIDESSA	Fidessa Group Holdings Limited
4207904	9/11/2012	85287377	FI	Fidessa Group Holdings Limited
4032830	9/27/2011	85251498	FFI	Fidessa Group Holdings Limited
4036389	10/4/2011	85216736	TRADALYZER	Fidessa Group Holdings Limited
3003535	10/4/2005	78128964	FIDESSA	Fidessa Group Holdings Limited
2231381	3/16/1999	75234756	FIDESSA	Fidessa Group Holdings Limited
4599401	9/9/2014	79140115	LAB49	Lab49 Consulting Limited
3937190	3/29/2011	85071048	XLINK	Patsystems (UK) Ltd.
3914471	2/1/2011	85076238	PRO-MARK	Patsystems (UK) Ltd.
2719849	5/27/2003	76228257	PATSYSTEMS	Patsystems (UK) Ltd.
2671227	1/7/2003	76228254	J-TRADER	Patsystems (UK) Ltd.
1814156	12/28/1993	74023875	RISC	ROLFE & NOLAN SYSTEMS LIMITED

**Schedule C
to Intellectual Property Security Agreement**

Copyrights

Owner	Title	Registration No.	Registration Date
Financial Software Systems, Inc.	Fasttrack inventory control.	TX0005342539	7/23/2001
Financial Software Systems, Inc.	Consumer finance loan system (Oklahoma)	TX0005154513	2/18/2000
Financial Software Systems, Inc.	Oklahoma consumer finance accounting package.	TX0003957200	12/9/1994
Financial Software Systems, Inc.	Automated mortgaging processing system. By Richard L. Higgins, Patrick J. Mansell & Coastal States Mortgage Corporation.	TXu000634603	5/9/1994
Spot Systems, Inc.	Videodraw : source code.	TX0001597636	5/31/1985