

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finastra Financial Technology Corporation		09/13/2023	Corporation: DELAWARE
Finastra Merchant Services, Inc.		09/13/2023	Corporation: NEVADA
Finastra USA Corporation		09/13/2023	Corporation: OREGON
Finastra Technology, Inc.		09/13/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Blue Owl Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	3303905	MORTGAGEBOT	
Registration Number:	1874579	LAWYER PRO	
Registration Number:	2004386	ULTRAFIS	
Registration Number:	2947555	E3	
Registration Number:	2988290	GREATDOCS	
Registration Number:	3150871	CREDITQUEST	
Registration Number:	3157495	PROSIGN	
Registration Number:	3945199	SERVICING DIRECTOR	
Registration Number:	6448995	TOTAL MESSAGING	
Registration Number:	6351026	TOTAL MESSAGING	
Registration Number:	6448994	TOTAL SCREENING	
Registration Number:	6303598	TOTAL SCREENING	
Registration Number:	3022225	DECISION GATEWAY	
Registration Number:	3186888	DEPOSIT NOW!	
Registration Number:	3180937	DEPOSITNOW!	

OP \$965.00 3303905

Property Type	Number	Word Mark
Registration Number:	2925607	MOBILESCAPE
Registration Number:	3228703	NETCAPTURE
Registration Number:	2812483	NETDEPOSIT
Registration Number:	2812484	NETDEPOSIT
Registration Number:	2945780	SAMEDAYPAY YOUR SOURCE FOR LAST MINUTE P
Registration Number:	3708296	TOTAL TRANSACT
Registration Number:	1953582	TURBOSWIFT
Registration Number:	4241764	ACTIVEVIEW
Registration Number:	5187428	BAROMETER
Registration Number:	5108907	CONSUMERBOT
Registration Number:	1710718	DEPOSIT PRO
Registration Number:	4235123	DPXPAY
Registration Number:	1845041	ENCORE
Registration Number:	2113257	INTRIEVE
Registration Number:	5284045	M MALAUZAI
Registration Number:	1413094	MIDAS
Registration Number:	2552655	TOUCHE'
Registration Number:	1913092	ULTRADATA
Registration Number:	5357703	
Registration Number:	2911619	CASHPLUS
Registration Number:	1917090	FUNDTECH
Registration Number:	1982337	OPICS
Registration Number:	2029619	SUMMIT

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2116393 TM
NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	09/13/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 13, 2023 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Blue Owl Capital Corporation, 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 Credit Agreement, dated as of September 13, 2023 (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, Finastra USA, Inc., a Delaware corporation (the “**Initial U.S. Borrower**”), the other Credit Parties from time to time party thereto, the lenders and issuing banks 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 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. As collateral security for the Payment in Full of all of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all 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 (iv) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith; and
- (b) all Proceeds of any and all of the foregoing.

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. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. 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 7. 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, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

FINASTRA FINANCIAL TECHNOLOGY CORPORATION,
a Delaware corporation

DocuSigned by:
Paul Kim
By: _____
Name: Paul Kim
Title: Treasurer

FINASTRA MERCHANT SERVICES, INC.,
a Nevada corporation

DocuSigned by:
Paul Kim
By: _____
Name: Paul Kim
Title: Treasurer

FINASTRA USA CORPORATION,
an Oregon corporation

DocuSigned by:
Paul Kim
By: _____
Name: Paul Kim
Title: Treasurer

[Signature Page to Trademark Security Agreement]

FINASTRA TECHNOLOGY, INC.,
a New York corporation

DocuSigned by:

Paul Kim

By: _____

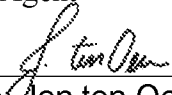
Name: Paul Kim

Title: Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Jon ten Oever
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
MORTGAGEBOT	78709171	3303905	09/08/2005	10/02/2007	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)
LAWYER PRO	74399446	1874579	06/08/1993	01/17/1995	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)
ULTRAFIS	75008034	2004386	10/20/1995	10/01/1996	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)
E3	76590232	2947555	04/28/2004	05/10/2005	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)
GREATDOCS	78412451	2988290	05/03/2004	08/23/2005	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)
CREDITQUEST	78729352	3150871	10/07/2005	10/03/2006	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)
PROSIGN	78712241	3157495	09/13/2005	10/17/2006	Registered	Finastra USA Corporation (F/k/a D+H USA Corporation)

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
SERVICING DIRECTOR	77799096	3945199	08/06/2009	04/12/2011	Registered	Finastra USA Corporation (f/k/a D+H USA Corporation)
TOTAL MESSAGING	87196838	6448995	10/07/2016	08/10/2021	Registered	Finastra Financial Technology Corporation
TOTAL MESSAGING	87983826	6351026	10/07/2016	05/18/2021	Registered	Finastra Financial Technology Corporation
TOTAL SCREENING	87196832	6448994	10/07/2016	08/10/2021	Registered	Finastra Financial Technology Corporation
TOTAL SCREENING	87983748	6303598	10/07/2016	03/30/2021	Registered	Finastra Financial Technology Corporation
DECISION GATEWAY	78425488	3022225	05/26/2004	11/29/2005	Registered	Finastra Merchant Services, Inc.
DEPOSIT NOW!	78806514	3186888	02/03/2006	12/19/2006	Registered	Finastra Merchant Services, Inc.
DEPOSITNOW!	78806732	3180937	02/03/2006	12/05/2006	Registered	Finastra Merchant Services, Inc.
MOBILESCAPE	76370360	2925607	02/12/2002	02/08/2005	Registered	Finastra Merchant Services, Inc.
NETCAPTURE	78621073	3228703	05/02/2005	04/10/2007	Registered	Finastra Merchant Services, Inc.
NETDEPOSIT	76476429	2812483	12/18/2002	02/10/2004	Registered	Finastra Merchant Services, Inc.
NETDEPOSIT	76476430	2812484	12/18/2002	02/10/2004	Registered	Finastra Merchant Services, Inc.

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
SAMEDAYPAY YOUR SOURCE FOR LAST MINUTE PAYMENTS	78151513	2945780	08/06/2002	05/03/2005	Registered	Finastra Merchant Services, Inc.
TOTAL TRANSACT	77712935	3708296	04/13/2009	11/10/2009	Registered	Finastra Merchant Services, Inc.
TURBOSWIFT	74438122	1953582	09/17/1993	01/30/1996	Registered	Finastra Merchant Services, Inc.
ACTIVEVIEW	85585215	4241764	03/30/2012	11/13/2012	Registered	Finastra USA Corporation
BAROMETER	86787763	5187428	10/14/2015	04/18/2017	Registered	Finastra USA Corporation
CONSUMERBOT	87035343	5108907	05/12/2016	12/27/2016	Registered	Finastra USA Corporation
DEPOSIT PRO	74105082	1710718	10/11/1990	08/25/1992	Registered	Finastra USA Corporation
DPXPAY	85427478	4235123	09/20/2011	10/30/2012	Registered	Finastra USA Corporation
ENCORE	74148363	1845041	03/18/1991	07/12/1994	Registered	Finastra USA Corporation
INTRIEVE	74568933	2113257	08/15/1994	11/18/1997	Registered	Finastra USA Corporation
M MALAUZAI	87164741	5284045	09/08/2016	09/12/2017	Registered	Finastra USA Corporation
MIDAS	73446947	1413094	10/06/1983	10/14/1986	Registered	Finastra USA Corporation
TOUCHE'	76300639	2552655	08/17/2001	03/26/2002	Registered	Finastra USA Corporation

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
ULTRADATA	74513202	1913092	04/14/1994	08/22/1995	Registered	Finastra USA Corporation
	87164903	5357703	09/05/2014	08/23/2016	Registered	Finastra USA Corporation (f/k/a Finastra Software, Inc.)
CASHPLUS	78144169	2911619	07/16/2002	12/14/2004	Registered	Finastra Financial Technology Corporation (f/k/a Fundtech Corporation)
FUNDTECH	74423381	1917090	08/11/1993	09/05/1995	Registered	Finastra Financial Technology Corporation (f/k/a Fundtech Corporation)
OPICS	74673678	1982337	05/15/1995	06/25/1996	Registered	Finastra Technology, Inc. (f/k/a Misys International Banking Systems Inc.)
SUMMIT	74675549	2029619	05/10/1995	01/14/1997	Registered	Finastra Technology, Inc. (f/k/a Misys International Banking Systems Inc.)

United States Trademark Applications:

None.

TRADEMARK

REEL: 008196 FRAME: 0458

RECORDED: 09/13/2023