

05-10-2001

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

101712490

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

5-3-01

RECORDATION FORM COVER SHEET
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- 3 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name CITICORP

Execution Date
Month Day Year
9/14/00Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name i-flex solutions ltd.

DBA/AKA/TA Composed of

Address (line 1) 10-11, SDF 1

Address (line 2) Seepz, Andheri (East)

Address (line 3) Mumbai 400 096

India

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)
- ☐ Corporation ☐ Association
- ☒ Other Company

- ☒ Citizenship/State of Incorporation/Organization India

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002291 FRAME: 0956

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark If additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)		
<input type="text" value="2271134"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lanning G. Bryer
Name of Person Signing

Signature

4/30/01
Date Signed



17.

GENERAL STAMP OFFICE
TOWN HALL, FORT,
TRADEMARK ASSIGNMENT
MAH/GSO/003



STAMP DUTY

Rs. 0000020

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SPECIAL ADHESIVE

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MAHARASHTRA

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THIS ASSIGNMENT made as of the 14th day of September, 2000

FROM:

CITICORP, a Delaware corporation (the "Assignor"), with a place of business at 399 Park Avenue, New York, New York, United States of America

TO:

i-flex solutions limited, a company formed and registered under the Indian Companies Act of 1956 (the "Assignee"), having its registered office at 10-11, SDF 1, SEEPZ, Andheri (East), Mumbai - 400 096, India.

WITNESSETH

WHEREAS, Assignee is currently an affiliate of Assignor; and

WHEREAS, Assignor has authorized Assignee to use certain trademarks, service marks, trade names, logos and company names owned by Assignor including the terms CITIL and CITICORP (with or without the Compass Rose Device) (the "Assignor's Marks"); and

WHEREAS, in order to further the mutual business objectives of both parties, Assignee has agreed to discontinue using the Assignor's Marks, and Assignor has agreed to assign to Assignee all of its right, title and interest in the trademarks FINWARE, MICROBANKER and FLEXCUBE (the "Trademarks"), which Trademarks Assignee has been using under the authority of Assignor in respect of Assignee's business, and Assignee has agreed to accept such assignment;

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REEL: 002291 FRAME: 0958

NOW, THEREFORE, in view of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor represents, to the best of its knowledge, that it owns the trademark applications and registrations in Exhibit A, free of any liens, encumbrances or licenses, except for the authorization to use the Trademarks granted to Assignee, and is not aware of any claims against its ownership of the Trademarks.
2. Assignor further represents that, to the best of its knowledge, it has neither assigned nor has agreed to assign the Trademarks to any other party.
3. Assignor assigns to Assignee all of its right, title and interest in the Trademarks, including the applications and registrations set out in Exhibit A, together with all the goodwill of the business connected with the use of and symbolized by the Trademarks, as well as the right to sue and recover damages and profits for past infringements of the Trademarks, and Assignor further agrees, upon the request of Assignee and as provided by Assignee, to promptly sign all lawful papers, execute all applications and other relevant documents, execute all assignments, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors, assigns and nominees, to acquire from Assignor and confirm title to said Trademarks and to facilitate the recordation of the transfer in the jurisdictions where the Trademarks have been registered or applied for by Assignor.
4. Assignor represents to the best of its knowledge that there is no pending litigation, against the Trademarks.

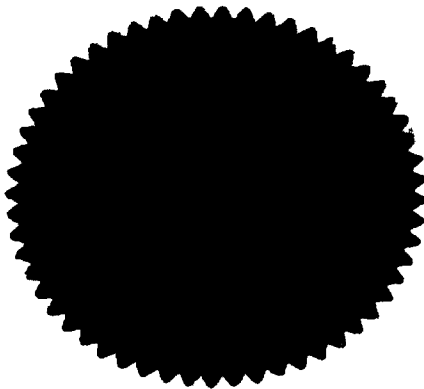
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their
duly authorized officers as of the date first above-written.

CITICORP

By: Anne Moses
Name: Anne Moses
Title: Assistant Secretary

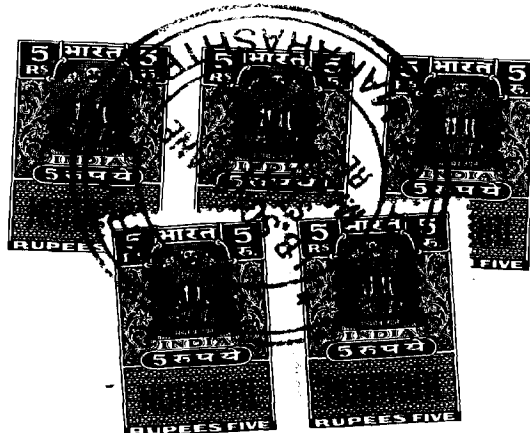
i-flex solutions limited

By: Deepak Ghaisas
Name: DEEPAK GHAISAS
Title: CEO



TRUE COPY
TESTED BY ME
E. SONAYANE
ADVOCATE & NOTARY
8/18, Govind Sagar
Vidyanagari Road,
Mumbai-400 004

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EXHIBIT A

MARK	COUNTRY	REG. NO./APP. NO.	STATUS
FLEXCUBE	United States	2271134	R
MICROBANKER	India	573320	F
FINWARE	Australia	564263	R
FINWARE	Australia	564264	R
FINWARE	Benelux	503092	R
FINWARE	Czech Republic	173592	R
FINWARE	France	92418794	R
FINWARE	United Kingdom	1459825	R
FINWARE	United Kingdom	1446339	R
FINWARE	Germany	2027416	R
FINWARE	Greece	107018	R
FINWARE	Hong Kong	3401/1995	R
FINWARE	Hong Kong	7922/1994	R
FINWARE	Hungary	145808	R
FINWARE	India	571657	F
FINWARE	Indonesia	287752	R
FINWARE	Ireland	149880	R
FINWARE	Jamaica	25770	R
FINWARE	Japan	2647332	R
FINWARE	Japan	3176405	R
FINWARE	Malaysia	91/03232	R
FINWARE	Philippines	61951	R
FINWARE	Singapore	5299/91	R
FINWARE	Singapore	5300/91	R
FINWARE	Slovak Republic	172230	R
FINWARE	Spain	1608391	R
FINWARE	Spain	1600988	R
FINWARE	Taiwan	672604	R
FINWARE	Taiwan	73235	R
FINWARE	Thailand	159038	R
FINWARE	Thailand	BOR131	R
FINWARE	United States	75/190398	F

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