

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D+H Shared Services Corporation		06/13/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc. as first lien administrative agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3492733	DAVIS + HENDERSON	
Registration Number:	2533280	DAVIS + HENDERSON	
Registration Number:	5258491	D+H	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	rxa@cll.com		
Correspondent Name:	Robert J. English		
Address Line 1:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036-1525		
NAME OF SUBMITTER:	Robert J. English		
SIGNATURE:	/Robert J. English/		
DATE SIGNED:	10/05/2017		
Total Attachments: 37			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Lien Intellectual Property Security Agreement dated as of June 13, 2017 (this "Intellectual Property Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), 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, Almonde, Inc., a Delaware corporation (the "US Borrower"), Tahoe Canada Bidco, Inc., a British Columbia corporation (the "Canadian 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 Pledgors are party to a Canadian 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 favour of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Intellectual Property 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 Copyright Collateral. Each 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 "Copyright Collateral"):

- (a) all Copyrights, including, without limitation, such Canadian and United States registered Copyrights 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 such copyrights, and (ii) reversions, supplements, renewals and extensions thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Grant of Security Interest in Patent Collateral. Each 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 "Patent Collateral"):

(a) all Patents, including, without limitation, the Canadian and United States patents, patent applications, industrial design registrations, and industrial design applications listed on Schedule 2 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) inventions, discoveries, industrial designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 4. Grant of Security Interest in Trademark Collateral. Each 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 Canadian and United States registered Trademarks and applications for Trademark registration, listed on Schedule 3 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.

SECTION 5. Security Agreement. The security interest granted pursuant to this Intellectual Property 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 Intellectual Property 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 Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Recordation. Each Pledgor authorizes and requests that the Canadian Intellectual Property Office, Canadian Industrial Design Office, United States Copyright Office, United States Patent and Trademark Office and any other applicable government officer record this Intellectual Property Security Agreement.


SECTION 7. Counterparts. This Intellectual Property 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 Intellectual Property Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this

Intellectual Property Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

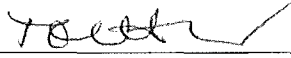
SECTION 8. Governing Law. This Intellectual Property Security Agreement shall be construed in accordance with and governed by the law of the province of Ontario.

[Remainder of this page intentionally left blank]

TAHOE CANADA BIDCO INC.,
as Pledgor

By: 
Name: Robert F. Smith
Title: Chairman of the Board, President

MISYS INTERNATIONAL BANKING
SYSTEMS LIMITED,
as Guarantor

By: 
Name:
Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement - Misys International Banking Systems Limited]

DH CORPORATION/SOCIETE DH
as Guarantor

By: _____

Name:

Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement -- DH Corporation/Societe DH]

TRADEMARK
REEL: 006176 FRAME: 0460

DAVIS + HENDERSON G.P. INC.,
as Guarantor

By: _____

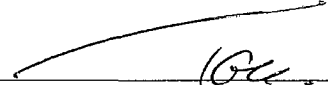
Name:

Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – Davis + Henderson G.P. Inc.]

TRADEMARK
REEL: 006176 FRAME: 0461

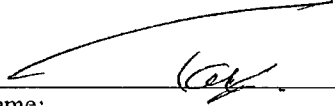
D + H LIMITED PARTNERSHIP, by its
general partner **Davis +Henderson G.P.
Inc.**,
as Guarantor

By: 
Name: _____
Title: _____

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – D+H Limited Partnership]

TRADEMARK
REEL: 006176 FRAME: 0462

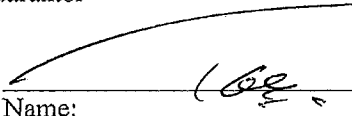
TRICURA CANADA INC.,
as Guarantor

By: 
Name: _____
Title: _____

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – Tricura Canada Inc.]

TRADEMARK
REEL: 006176 FRAME: 0463

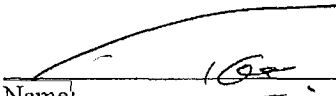
2164226 ONTARIO INC.,
as Guarantor

By: 
Name: _____
Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – 2164226 Ontario Inc.]

TRADEMARK
REEL: 006176 FRAME: 0464

1699420 ONTARIO LIMITED,
as Guarantor

By: 
Name: _____
Title: _____

[Signature Page to Canadian First Lien Intellectual Property Security Agreement -- 2164226 Ontario Inc.]

TRADEMARK
REEL: 006176 FRAME: 0465

1119607 B.C. LTD.,
as Pledgor

By: _____

Name:
Title:

A handwritten signature in black ink, appearing to be "K. Lee", is written over a horizontal line. The signature is slanted upwards to the right.

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – 1119607 B.C. Ltd.]

TRADEMARK
REEL: 006176 FRAME: 0466

**1119614 B.C. UNLIMITED LIABILITY
COMPANY,**
as Pledgor

By:



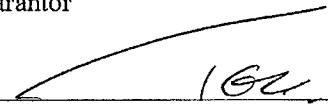
Name:

Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement --1119614 B.C. Unlimited Liability
Company]

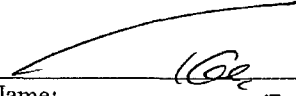
TRADEMARK
REEL: 006176 FRAME: 0467

RBO GENERAL PARTNER INC.,
as Guarantor

By: 
Name: _____
Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – RBO General Partner Inc.]

**RESOLVE BUSINESS OUTSOURCING
LIMITED PARTNERSHIP, by its
general partner RBO General Partner
Inc.,
as Guarantor**

By: 
Name: _____
Title: _____

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – Resolve Business Outsourcing Limited Partnership]

**TRADEMARK
REEL: 006176 FRAME: 0469**

**D+H CHEQUE SERVICES
CORPORATION,**
as Pledgor

By: _____

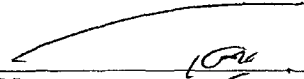
Name:

Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement– D+H Cheque Services Corporation]

TRADEMARK
REEL: 006176 FRAME: 0470

**D+H MORTGAGE TECHNOLOGY
CORPORATION,**
as Pledgor

By: 
Name: _____
Title: _____

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – D+H Mortgage Technology Corporation]

TRADEMARK
REEL: 006176 FRAME: 0471

**D+H COLLATERAL MANAGEMENT
CORPORATION,**
as Pledgor

By: _____

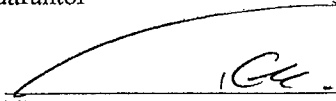
Name:

Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – D+H Collateral Management Corporation]

TRADEMARK
REEL: 006176 FRAME: 0472

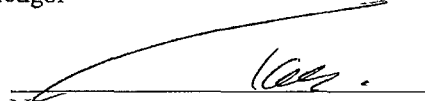
2270317 ONTARIO INC.,
as Guarantor

By: 
Name: _____
Title:

**D+H SHARED SERVICES
CORPORATION,**
as Pledgor

By: _____

Name:
Title:

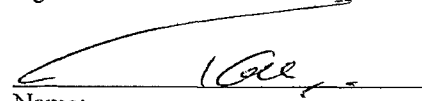
A handwritten signature in black ink, appearing to be "C. Lee", is written over a horizontal line. The signature is slanted upwards to the right.

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – D+H Shared Services Corporation

TRADEMARK
REEL: 006176 FRAME: 0474

D+H SOFTWARE CORPORATION,
as Pledgor

By:

A handwritten signature in cursive script, appearing to read "Cole", is written over a horizontal line.


Name:

Title:

[Signature Page to Canadian First Lien Intellectual Property Security Agreement – D+H Software Corporation]

TRADEMARK
REEL: 006176 FRAME: 0475

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

By: 
Name: Jonathon Rauen
Title: Authorized Signatory

[Signature Page to First Lien Canadian Intellectual Property Security Agreement]

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Canadian Copyright Registrations:

Owner: D+H Limited Partnership

Copyright	Registration No.
CERTIFICAT D'ACTIONS CORPORATIF	423204
CERTIFICAT D'AUTHENTICITÉ	482929
FILOGIX ENHANCEMENTS JUNE2107	1053479
INCOWEB	493808
LIVRE DE MINUTES CORPORATIVES	433610
THE QUINTE AND DISTRICT REAL ESTATE BOARD SPRING 2005	1053480

Owner: D+H Collateral Management Corporation

Copyright	Registration No.
Advanced Validation Systems (software)	1028682
PPSA Management Systems	425908

Canadian Copyright Applications:

None.

United States Copyright Registrations:

None.

United States Copyright Applications:

None.

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Canadian Patents:

Nil

Canadian Patent Applications:

Owner: D+H Software Corporation

Title	Patent No.
METHOD AND SYSTEM FOR MANAGING PAYMENTS	2928920
METHOD AND SYSTEM FOR REPORTING CASHFLOWS TO CLIENTS	2558592
METHOD AND SYSTEM FOR PREPARING TRANSFER DOCUMENTS	2558574
METHOD AND SYSTEM FOR ASSISTING A CLIENT IN THE TRANSFER OF USAGE OF ACCOUNTS AT ONE OR MORE FINANCIAL INSTITUTIONS	2518010

Owner: D+H Limited Partnership

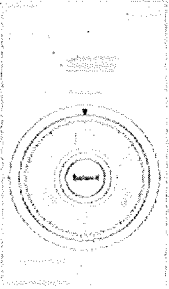

Title	Patent No.
SYSTEM AND METHOD FOR AUTOMATED APPRAISAL	2683992

Owner: D+H Collateral Management Corporation

Title	Patent No.
SYSTEM AND METHOD FOR VALIDATING COLLATERAL	2683395

Canadian Industrial Design Registrations:

Owner: D+H USA Corporation

Title	Registration Date	Registration No.
<p><u>DISPLAY PANEL</u></p>  <p>FIG. 1</p>	2015/10/26	153026
<p><u>DISPLAY PANEL</u></p>  <p>FIG. 1</p>	2015/10/26	153025

US Patents:

Owner: D+H Software Corporation

Title	Patent Registration/Application No.
Method and System for Assisting a Client in the Transfer of Usage of Accounts at One or More Financial Institutions	7716124
Method and system for preparing a transfer document	8538868
Method And System For Reporting Cashflows To Clients	8060439
Method And System For Reporting Cashflows To Clients	7693784

US Patent Applications:

Owner: D+H Software Corporation

Title	Patent Registration/Application No.
Method and system for preparing a transfer document	11514207
System for Reducing Memory Usage in a Pre-Authorized Debit Manager	15147311

Owner: D+H Limited Partnership

Title	Patent Registration/Application No.
System and Method for Automated Appraisal	12909761
System and Method for Validating Collateral	12909771

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

CANADIAN TRADEMARK REGISTRATIONS:

Owner: D+H Collateral Management Corporation

TRADEMARK	REGISTRATION NO.
(REGISTRY=RECOVERY) DESIGN	TMA545552
100% PURE REPO	TMA580006
ASSET (MISCELLANEOUS DESIGN)	TMA593646
ASSET.NET	TMA613082
ASSETRMS (DESIGN)	TMA599318
BOUNTYHUNTER & DOG DESIGN	TMA545553
CCNS	TMA232486
CCNS SEARCH ANALYZER	TMA462889
COLLATERALGUARD	TMA751165
COLLATERALGUARD RC	TMA897769

CSRS	TMA466589
D+H ESEARCH	TMA836223
D+H SOLUPRETS	TMA856235
D+H STREAMLOAN	TMA872971
PARK + SELL & DESIGN	TMA319945
PPSA MANAGEMENT SYSTEMS	TMA399117
REPO DEPO	TMA458282
REPOHIGHWAY.COM	TMA568326
REPOMAN	TMA569549
SECURI-TITRES	TMA751288
SECURI-TITRES DC	TMA897745
TITLE ANALYZER	TMA446718

Owner: D+H Cheque Services Corporation

TRADEMARK	REGISTRATION NO.
ADVANCED SECURITY MEASURES	TMA599692

ASM	TMA600461
CARACTERISTIQUES DE SECURITE EVOLUEES	TMA600670
CHEQUEESSENTIALS	TMA648550
CSE	TMA600428
CUSTOM CHEQUES DU CANADA	TMA413131
INTERCHEQUES	TMA286436
INTERCHEQUES & SWIRL Design	TMA534381
INTERLOCKING SWIRL Design	TMA669742
TROUSSE DE CHEQUES D'AFFAIRES L'INDISPENSABLE	TMA693620
ASSISTANCE SUR MESURE	TMA725542
ASSISTANCE SUR MESURE & Design	TMA725525
BIZASSIST	TMA693593
BIZASSIST & Design	TMA725790

BIZASSIST ONLINE	TMA757417
BIZDEFEND	TMA871215
CREDITDEFENCE	TMA899761
CREDITDEFEND	TMA841051
CREDITDEFEND Design	TMA851517
CYBERCOFFRE-FORT	TMA833061
GARDECRÉDIT	TMA851534
IDEFENCE	TMA667702
IDEFENCE & Design	TMA682613
IDEFENCE PLUS	TMA899768
LA VIE. SIMPLIFIÉE.	TMA912490
LIFE. MADE EASY.	TMA912493
LIVESMART+ DESIGN	TMA909512
MON GARDE-CRÉDIT	TMA841043
MON GARDE-CRÉDIT Design	TMA851521

MON GARDEENTREPRISE	TMA877244
MON GARDEENTREPRISE & Design	TMA877233
MON IDENTITE	TMA712063
MON IDENTITE & Design	TMA762762
MONASSISTANCECARTES	TMA841029
MONASSISTANTOUT	TMA866213
MONIDENTITÉ PLUS	TMA899758
MY IDENTITY ASSIST	TMA841040
MY TOTAL HOME	TMA851535
MYCREDITDEFEND	TMA854584
MYIDENTITYASSIST DESIGN	TMA840850
MYTOTALHOME DESIGN	TMA851538
PARÉCREDIT	TMA899759
SECUREVAULT	TMA833063

Owner: D+H Shared Services Corporation

TRADEMARK	REGISTRATION NO.
ANSWERS BEGIN WITH UNDERSTANDING	TMA902383
BDP-APPRO	TMA567182
BDP-DOCSMART	TMA567181
BDP-ECLAIMS	TMA567180
BDP-IMARS	TMA567179
BDP-PAYSMART	TMA567178
BDP-TRANSPRO	TMA567177
CLIENTSTAR	TMA567176
D+ & Design	TMA450752
D+H	TMA840849
D+H MDMS	TMA836221
DAVIS + HENDERSON	TMA687616
DAVIS + HENDERSON & SWIRL Design	TMA534382
RESOLVE	TMA636664

RESOLVE & Design	TMA717573
RESOLVE PROMOTION PLANNER	TMA637167

Owner: D+H Mortgage Technology Corporation

TRADEMARK	REGISTRATION NO.
CONSUMERBASE	TMA614469
D+H DMX	TMA836222
D+H EXCHANGE	TMA851505
D+H EXPERT	TMA836216
D+H EXPRESS	TMA836224
D+H MARKETPLACE	TMA851502
FILOGIX	TMA580957
FILOGIX & X Design	TMA638302
FILOGIX EXCHANGE	TMA762692
FILOGIX EXPERT	TMA630416

FILOGIX EXPRESS	TMA630144
FILOGIX FORMS	TMA630583
FILOGIX FXLINK	TMA760642
FILOGIX LENDER INSIGHTS	TMA766048
FILOGIX MARKET	TMA642110
FILOGIX MARKETPLACE	TMA762691
FILOGIX SOURCE	TMA650055
HOMEBASE	TMA737424
INSIGHTS INTO YOUR BUSINESS	TMA766049
MORTGAGEBASE	TMA615634
THE 2 MINUTE MORTGAGE	TMA612321

Owner: D+H Limited Partnership

TRADEMARK	REGISTRATION NO.
EDULINX	TMA611324

EDULINX & Design	TMA600444
EDULINX CANADA	TMA610533
TRICURA & Design	TMA753212

Owner: D+H Software Corporation

CREDITPATH	TMA841052
ESWITCH	TMA555701
PAYMENT MANAGER	TMA929902
TR@NSEXRESS	TMA662374

CANADIAN TRADEMARK APPLICATIONS:

Owner: D+H Collateral Management Corporation

Trademark	Application No.
REPO DEPO CONNECT	1825760
REPO DEPO CONNECT	1825756
FIRSTREPORT	1709757
FIRSTREPORT & Design	1710613
FIRSTREPORT-ADVANTAGE	1709756
FIRSTREPORT-CREDIT	1709761
FIRSTREPORT-ID	1709758
KidDefend	1782846
KidDefend & Design	1782826
Pare-Enfants	1782841

Trademark	Application No.
PREMIERRAPPORT	1710615
PREMIERRAPPORT & Design	1710605
PREMIERRAPPORT-AVANTAGE	1710652
PREMIERRAPPORT-CRÉDIT	1710658
PREMIERRAPPORT-ID	1710655

Owner: D+H Software Corporation

Trademark	Application No.
GÈREPAIEMENT	1679876
GESTIONNAIRE DE PAIEMENT	1733556
RapidPath	1561668

Owner: D+H USA Corporation

Trademark	Application No.
BAROMETER	1772041
MORTGAGEBOT	1806508

US TRADEMARK REGISTRATIONS:

Owner: D+H Software Corporation

Trademark	Registration No.
CREDITPATH	4,486,869

Owner: D+H Collateral Management Corporation

Trademark	Registration No.
BIZASSIST ONLINE	3878458
BIZDEFEND	4527695
CREDITDEFENCE	4857452
CREDITDEFEND	4531509
CREDITDEFEND (STYLIZED LETTERS)	4531511
IDEFENCE PLUS	4792707

Trademark	Registration No.
MY IDENTITY ASSIST	4359773
MY TOTAL HOME	4524049
MYCREDITDEFEND	4535458
MYIDENTITYASSIST DESIGN	4359774
MYTOTALHOME DESIGN	4524050
RECOVERY CANADA	4581959
REPO DEPO	2658161

Owner: D+H Shared Services Corporation

Trademark	Registration No.
DAVIS + HENDERSON	3492733
DAVIS + HENDERSON & SWIRL Design	2533280

Owner: D+H Mortgage Technology Corporation

Trademark	Registration No.
D+H EXPERT	4330297
D+H EXPRESS	4326727

US TRADEMARK APPLICATIONS:

Owner: D+H Software Corporation

Trademark	Application No.
CREDITPATH	4486869

Owner: D+H Shared Services Corporation

Trademark	Application No.
D+H	85166260

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