

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2941544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MISYS INTERNATIONAL BANKING SYSTEM LIMITED	05/31/2014
RECEIVING PARTY DATA	
Name:	SOPHIS TECHNOLOGY (IRELAND) LIMITED
Street Address:	EAST POINT BUSINESS PARK
City:	DUBLIN 3
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13089894
CORRESPONDENCE DATA	
Fax Number:	(650)815-2601
<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>	
Phone:	(650)8152600
Email:	svpatents@sheppardmullin.com, dmccgovern@sheppardmullin.com
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP
Address Line 1:	379 LYTTON AVENUE
Address Line 2:	ATTN: JAMES W. SOONG
Address Line 4:	PALO ALTO, CALIFORNIA 94301
ATTORNEY DOCKET NUMBER:	35JN-176944
NAME OF SUBMITTER:	JAMES W. SOONG
SIGNATURE:	/James W. Soong/
DATE SIGNED:	07/16/2014
Total Attachments: 12	
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DEED OF ASSIGNMENT

DATED *21 May* 2014

MISYS INTERNATIONAL BANKING SYSTEM LIMITED

AND

SOPHIS TECHNOLOGY (IRELAND) LIMITED

THIS DEED OF ASSIGNMENT is dated 31 May 2014 (Deed):

BETWEEN:

- (1) MISYS INTERNATIONAL BANKING SYSTEMS LIMITED (registered number 95562) whose registered office is at East Point Business Park, Dublin 3, Ireland (the Assignor); and
- (2) SOPHIS TECHNOLOGY (IRELAND) LIMITED (registered number 306154) whose registered office is at East Point Business Park, Dublin 3, Ireland (the Assignee).

BACKGROUND:

- (A) The Assignor is the owner of (i) various registered trade marks and trade mark applications; (ii) various unregistered Intellectual Property Rights; and (iii) the legal title to and beneficial interest in the patent applications, each as listed in the Schedule (the Business Intellectual Property).
- (B) The Assignor wishes to transfer the Business Intellectual Property to the Assignee on the terms and subject to the conditions set out in this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

"Asset Transfer Agreement" means the asset transfer agreement between the Assignor and the Assignee entered into in or around the date hereof;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights (including copyright in any computer program), trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) rights in designs, specifications, manuals, computer software, and other works whether copyright or not and any rights in any concept, idea, methodology, method improvement, design, technique, confidential process or information and all other intellectual property or industrial property right or any other right in the nature of any of the foregoing or forms of protection of a similar nature or having similar effect in any part of the world and rights in and in relation to them, in each case whether registered, unregistered or unregistrable and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Trade Marks means the registered trade marks and trade mark applications listed in Schedule 1 Part 2;

Unregistered Intellectual Property Rights means the unregistered intellectual property rights listed in Schedule 1 Part 1;

Patents means the patent applications listed in Schedule 1, Part 3;

VAT means value added tax chargeable under or pursuant to the VATA 1994 or Council Directive 2006/112/EC or any similar sales, purchase or turnover tax chargeable outside the European Union

1.2 In this Deed, unless the contrary intention appears, a reference to a clause, subclause or schedule is a reference to a clause, subclause or schedule of or to this Deed. The schedules form part of this Deed.

2. ASSIGNMENT

2.1 For good and valuable consideration, the Assignor hereby assigns, transfers and conveys to the Assignee absolutely as legal and beneficial owner all of its Intellectual Property Rights and any of its other rights, title and interest in and to the Business Intellectual Property, together with all statutory and common law rights and goodwill therein, wherever in the world, together with all the rights of action, powers and benefits belonging to the same, including the right to bring, make, oppose, defend, appeal and obtain relief for (and to retain any damages recovered) in respect of any proceedings, claims or actions for infringement, or any other cause of action arising from ownership, of any of the Business Intellectual Property whether occurring before, on or after the date of this Deed.

2.2 The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Business Intellectual Property during the period of 6 months from the date of this Deed.

2.3 This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Trade Marks and to claim priority from those applications.

2.4 Property and risk in the Business Intellectual Property shall vest in Assignee as at the date of this Deed.

3. FURTHER ASSURANCES

3.1 The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which may be necessary to give effect to this Deed including to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks and Patents in those registries. The Assignee acknowledges that it must take all necessary steps in each relevant jurisdiction to perfect the assignments set out in clause 2 above.

4. WHOLE AGREEMENT

4.1 This Deed, together with the Asset Transfer Agreement, contains the whole agreement between the parties relating to the assignment of the Business Intellectual Property and supersedes all previous agreements, whether oral or in writing, between the parties relating thereto. Except as required by statute, no terms shall be implied (whether by custom usage or otherwise) into this Deed.

4.2 Each party acknowledges that in agreeing to enter into this Deed it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those repeated in full in this Deed or the Sale Agreement) made by or on behalf of any other party before entering into this Deed. Each party waives all rights and remedies, which, but for this subclause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

5. **VALUE ADDED TAX**

The amount stated as payable by the Assignee under this Deed is exclusive of VAT (if any).

6. **GENERAL**

6.1 This Deed is governed by Irish Law.

6.2 Any non-contractual obligations arising out of or in connection with this Deed shall be governed by Irish law.

6.3 The parties agree that the Irish courts are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and the parties submit to the exclusive jurisdiction of the Irish Courts.

6.4 This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this assignment by executing a counterpart.

SCHEDULE 1

INTELLECTUAL PROPERTY

PART 1

Unregistered Intellectual Property

PRODUCT	IPR OWNER
Bankfusion	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
Bankmaster	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
BM+	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
Branchpower	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
Branch Solutions	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
Branch Teller	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
Fontis	Misys International Banking Solutions Limited (Ireland) (registered number 131496) of East Point Business Park, Dublin 3, Ireland
IFM	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland
Misys Originations	Misys International Banking Systems Limited (Ireland) (registered number 95562) of East Point Business Park, Dublin 3, Ireland

PART 2 - TRADE MARKS

BWI Case Ref	Country	Official No	Title	Applicant	Status	Classes	Filing Date	Registration Date
T106755C000	Colombia	228240	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09	09-Nov-1999	10-Jul-2000
T106755E000	Egypt	169424	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09	07-Sep-2004	18-Mar-2009
T106680EM00	European Community	001330521	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09,16	01-Oct-1999	20-Nov-2000
T106755HK00	Hong Kong	2000B11815AA	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09,16	06-Oct-1999	31-Aug-2000
T106755JO00	Jordan	55741	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09	30-Oct-1999	19-Apr-2001
T106755JO01	Jordan	55740	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	16	30-Oct-1999	19-Apr-2001
T106755LB00	Lebanon	81487	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09,16	28-Oct-1999	28-Oct-1999
T106755SA00	Saudi Arabia	57875	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	09	21-Nov-1999	28-Jul-2001
T106755SA01	Saudi Arabia	57876	BANK POWER	Misys International Banking Systems Limited	Registered/ Granted	16	21-Nov-1999	28-Jul-2001

T106745J000	Jordan	57375	BANKMASTER	Banking Limited	Systems Registered/ Granted	09	30-Oct-1999	07-Jan-2002
T106745J001	Jordan	55625	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	16	30-Oct-1999	19-Apr-2001
T106745LB00	Lebanon	31485	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	09,16	28-Oct-1999	28-Oct-1999
T106745LS00	Lesotho	I.S.M/99/00451	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	09,16	08-Oct-1999	08-Oct-1999
T106745NO00	Norway	205048	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	09,16	06-Oct-1999	05-Oct-2000
T106745SA00	Saudi Arabia	644/45	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	09	21-Nov-1999	18-Sep-2002
T106745SA02	Saudi Arabia	601/58	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	16	21-Nov-1999	09-Dec-2001
T106745ZA00	South Africa	1999/18286	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	09	06-Oct-1999	06-Oct-1999
T106745ZA01	South Africa	1999/18287	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	16	06-Oct-1999	06-Oct-1999
T106745SE00	Sweden	365903	BANKMASTER	Misys International Banking Systems Limited	Registered/ Granted	09,16	06-Oct-1999	12-Mar-2004

T106745GB00	United Kingdom	1159938	BANKMASTER	Misys International Systems Ltd	Registered/ Banking/Granted	09	21-Aug-1981	21-Aug-1981
T106745US00	United States of America	1377955	BANKMASTER	Misys International Systems Ltd	Registered/ Banking/Granted	09,16	22-Jan-1985	14-Jan-1986
T106745SG00	Singapore	T8403334E	BANKMASTER/BANK MASTER	Misys International Systems Ltd	Registered/ Banking/Granted	09	15-Oct-1984	25-Oct-1988
T103436GG00	Guernsey	G15041	BM+	Misys International Systems Ltd	Registered/ Banking/Granted	09	19-Sep-1997	09-Jun-2000
T103436IE00	Ireland	224279	BM+	Misys International Systems Ltd	Registered/ Banking/Granted	09	03-May-2002	03-Feb-2003
T103436JE00	Jersey	8262	BM+	Misys International Systems Ltd	Registered/ Banking/Granted	09	19-Sep-1997	09-Jun-2000
T103436GB00	United Kingdom	2145666	BM+	Misys International Systems Ltd	Registered/ Banking/Granted	09	19-Sep-1997	09-Jun-2000
T103667CA00	Canada	TM/AS33387	BRANCHPOWER	Misys International Systems Limited	Registered/ Banking/Granted		12-Oct-1999	15-Oct-2001
T103667CO00	Colombia	228303	BRANCHPOWER	Misys International Systems Limited	Registered/ Banking/Granted	09	09-Nov-1999	18-Jul-2000

T103667EM00	European Community	001330905	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	09,16	01-Oct-1999	04-Dec-2000
T103667HK00	Hong Kong	2001B03654AA	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	09,16	06-Oct-1999	28-Mar-2001
T103667JO00	Jordan	55625	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	09	30-Oct-1999	19-Apr-2001
T103667JO01	Jordan	55627	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	16	30-Oct-1999	19-Apr-2001
T103667LB00	Lebanon	81486	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	09,16	28-Oct-1999	28-Oct-1999
T103667SA00	Saudi Arabia	503/49	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	16	21-Nov-1999	22-Dec-2001
T103667SA01	Saudi Arabia	578/22	BRANCHPOWER	Misys International Banking Limited	Systems Registered/Granted	09	21-Nov-1999	28-Jul-2001
T2219/005	Ireland	201696	FONTIS	Misys International Banking Systems Ltd	Registered/Granted	42	01-Jul-1996	01-Jul-1996

T88856HK00	Hong Kong	300949816	MISYS BANKFUSION	Misys International Systems Ltd	Banking/Registered/Granted	09,16,36,38,41,42	07-Sep-2007	22-Jun-2009
T88856MAP00	International (MAP)	951079	MISYS BANKFUSION	Misys International Systems Ltd	Banking/Registered/Granted	09,16,41,42	06-Sep-2007	21-Feb-2008
T88856GB01	United Kingdom	2448800	MISYS BANKFUSION	Misys International Systems Ltd	Banking/Registered/Granted	09,16,41,42	08-Mar-2007	22-Feb-2008
T88856US00	United States of America	3643660	MISYS BANKFUSION	Misys International Systems Ltd	Banking/Registered/Granted	09,16,41,42	06-Sep-2007	21-Feb-2008

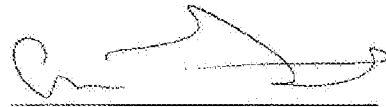
PART 3

PATENTS

GT Ref No.	Appl. No.	Filing Date	Title	Publication No.	Publication Date	Patent No. Grant Date	Notes	Company
126553-100100/US	12/089,894	4/19/2011	SYSTEMS AND METHODS FOR DYNAMIC ARTEFACT SUBSTITUTION				First Office Action expected	Misys International Banking Systems
126553-100200/US	12/874,169	9/1/2010	SYSTEMS, METHODS AND MACHINE READABLE MEDIUMS FOR BATCH PROCESS STRAIGHT THROUGH				First Office Action expected 5/2013	Misys International Banking Systems Limited

This assignment has been executed and delivered as a deed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

GIVEN under the common seal of
MISYS INTERNATIONAL BANKING SYSTEMS
LIMITED
and delivered as a deed



Director

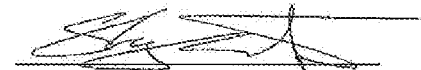


Director / Secretary

GIVEN under the common seal of
SOPHIS TECHNOLOGY (IRELAND) LIMITED
and delivered as a deed



Director



Director / Secretary