

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Collateral Agent		12/01/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	US FT Holdco, Inc.		
Street Address:	30 Montgomery Street, Suite 501		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3948785	PAYMENTSLIVE!	
Registration Number:	3538602	ACHPLUS\$	
Registration Number:	2911619	CASHPLUS	
Registration Number:	2437358	WIREUP	
Registration Number:	1917090	FUNDTECH	
Registration Number:	1915788	FEDPLUS\$	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
Phone:	212-318-6257		
Email:	david.adams@thomsonreuters.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Katy Barbosa, Senior Paralegal		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul Hastings LLP		

OP \$165.00 3948785

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

David Adams

Signature:

/david adams TR/

Date:

12/16/2011

Total Attachments: 8

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement") dated as of December 1, 2011 (the "Closing Date"), is made among Fundtech Corporation, a Delaware corporation (the "New Grantor") in favor of ROYAL BANK OF CANADA, as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to below.

WHEREAS, US FT Holdco, Inc., a Delaware corporation (the "Borrower"), US FT Parent, Inc., a Delaware corporation ("Holdings"), each lender from time to time party thereto (the "Lenders") and Royal Bank of Canada, as Collateral Agent and as Administrative Agent (in such capacity, the "Administrative Agent") have entered into the Credit Agreement dated as of November 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, US FT Holdco, Inc., a Delaware corporation (the "Borrower"), US FT Parent Inc., a Delaware corporation ("Holdings") and the other Grantors thereto (together with the Borrower, Holdings and the New Grantor, the "Grantors") have entered into the Intellectual Property Security Agreement dated as of November 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lenders to extend credit, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into the Secured Hedge Agreements and the Cash Management Banks to enter into arrangements relating to Cash Management Obligations.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;

(b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto; and

(c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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 Agreement has been entered into in conjunction with the provisions of the Intellectual Property 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 Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property 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 Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall

endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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

FUDNTECH CORPORATION,
as a Grantor

By: 

Name: Reuven Ben-Menachem
Title: Chief Executive Officer

[Signature Page to Short Form Intellectual Property Security Agreement]

TRADEMARK
REEL: 004681 FRAME: 0894

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

[Signature Page to Short Form Intellectual Property Security Agreement]

SCHEDULE A
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

NONE

SCHEDULE B
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Owner	Trademark	Country	Application No./ Registration No.
Fundtech Corporation	PAYMENTSLIVE!	US	77898465 / 3948785
Fundtech Corporation	ACHPLUS	US	78497048 / 3538602
Fundtech Corporation	CASHPLUS	US	78144169 / 2911619
Fundtech Corporation	WIREUP	US	75389804 / 2437358
Fundtech Corporation	FUNDTECH	US	74423381 / 1917090
Fundtech Corporation	FEDPLUS	US	74300506 / 1915788
Fundtech Corporation	FUNDTECH	CTM	9939745
Fundtech Corporation	PAYMENTSLIVE!	CTM	9190018

SCHEDULE C
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

Registered owner	Title of Work	Country	Application No./ Registration No.
Fundtech Corporation	webACCESS Suite	US	TXu1267449
Fundtech Corporation	ACCESS Server Suite	US	TXu1267448

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