



Registration of a Charge

Company Name: **FINASTRA UK LIMITED**

Company Number: **01841697**



Received for filing in Electronic Format on the: **20/09/2023**

XCCH3HI9

Details of Charge

Date of creation: **13/09/2023**

Charge code: **0184 1697 0016**

Persons entitled: **BLUE OWL CAPITAL CORPORATION, AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVIS POLK & WARDWELL LONDON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1841697

Charge code: 0184 1697 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2023 and created by FINASTRA UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2023 .

Given at Companies House, Cardiff on 22nd September 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SECURITY AGREEMENT

dated as of September 13, 2023

among

**FINASTRA USA, INC.,
as the U.S. Borrower,**

THE OTHER PLEDGORS PARTY HERETO,

and

**BLUE OWL CAPITAL CORPORATION,
as Collateral Agent**

TABLE OF CONTENTS

	<u>Page(s)</u>
ARTICLE I DEFINITIONS AND INTERPRETATION	2
SECTION 1.1 Definitions	2
SECTION 1.2 Interpretation.....	10
SECTION 1.3 [Reserved].....	10
SECTION 1.4 Schedules to Security Agreement	10
SECTION 1.5 First Priority Security Interest or Lien References	10
ARTICLE II GRANT OF SECURITY AND SECURED OBLIGATIONS	10
SECTION 2.1 Grant of Security Interest.....	10
SECTION 2.2 Filings	12
ARTICLE III PERFECTION	13
SECTION 3.1 Delivery of Certificated Securities Collateral.....	13
SECTION 3.2 Excluded Perfection Actions	15
SECTION 3.3 [Reserved].....	15
SECTION 3.4 Other Perfection Actions	15
SECTION 3.5 Joinder of Additional Guarantors	17
SECTION 3.6 Effects of Post-Closing Time Periods.....	17
SECTION 3.7 Further Assurances; Supplements.....	17
ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS	18
SECTION 4.1 Title	18
SECTION 4.2 Validity of Security Interest.....	19
SECTION 4.3 Defense of Claims; Transferability of Pledged Collateral	19
SECTION 4.4 Due Authorization and Issuance	19
SECTION 4.5 Insurance	19
SECTION 4.6 Other Information	20
SECTION 4.7 Information Regarding Collateral	20
ARTICLE V CERTAIN PROVISIONS CONCERNING SECURITIES	
COLLATERAL	21
SECTION 5.1 Pledge of Additional Securities Collateral.....	21
SECTION 5.2 Voting Rights; Distributions; etc	21
SECTION 5.3 Certain Agreements of Pledgors as Issuers and Holders of Equity	
Interests	23
ARTICLE VI CERTAIN PROVISIONS CONCERNING INTELLECTUAL	
PROPERTY COLLATERAL	23
SECTION 6.1 Grant of License.....	23
SECTION 6.2 Intellectual Property Collateral	24
SECTION 6.3 Trade Secrets.....	24
SECTION 6.4 Protection of Collateral Agent's Security	25
SECTION 6.5 After-Acquired Property	26
SECTION 6.6 Litigation.....	26

ARTICLE VII REMEDIES	27
SECTION 7.1 Remedies.....	27
SECTION 7.2 Notice of Sale.....	29
SECTION 7.3 Waiver of Notice, Marshalling	29
SECTION 7.4 Standards for Exercising Rights and Remedies	30
SECTION 7.5 Certain Sales of Pledged Collateral	30
SECTION 7.6 No Waiver; Cumulative Remedies	32
ARTICLE VIII APPLICATION OF PROCEEDS	32
SECTION 8.1 Application of Proceeds.....	32
ARTICLE IX MISCELLANEOUS	32
SECTION 9.1 Concerning Collateral Agent	32
SECTION 9.2 Collateral Agent May Perform; Collateral Agent Appointed Attorney- in-Fact	33
SECTION 9.3 Successors and Assigns	34
SECTION 9.4 Termination; Release	34
SECTION 9.5 Modification in Writing.....	35
SECTION 9.6 Notices	35
SECTION 9.7 Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial	35
SECTION 9.8 Severability of Provisions	35
SECTION 9.9 Execution in Counterparts	36
SECTION 9.10 Business Days	36
SECTION 9.11 OREGON STATUTORY NOTICE	36
SECTION 9.12 No Release	36
SECTION 9.13 Credit Agreement and Intercreditor Agreement Governs.....	36

SCHEDULES

Schedule 1	Jurisdictions of Organization
Schedule 2	Pledged Securities
Schedule 3	Commercial Tort Claims
Schedule 4	Identifying Information
Schedule 5	Pledgor Information
Schedule 6	Current Locations
Schedule 7	Extraordinary Transactions
Schedule 8	Intellectual Property
Schedule 9	Instruments and Intercompany Notes
Schedule 10	Material Property

EXHIBITS

Exhibit 1	Form of Securities Pledge Amendment
Exhibit 2	Form of Joinder Agreement
Exhibit 3	Form of Copyright Security Agreement
Exhibit 4	Form of Patent Security Agreement
Exhibit 5	Form of Trademark Security Agreement

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of September 13, 2023 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time in accordance with the provisions hereof, this “**Agreement**”), is made among Finastra USA, Inc., a Delaware corporation, a Delaware corporation (formerly known as Almonde, Inc. and subsequently as Finastra Delaware, Inc.) (the “**Initial U.S. Borrower**” and, together with any Subsidiaries of Holdings that are organized under the laws of the United States, any state thereof or the District of Columbia, joined under the Credit Agreement as a Borrower after the Closing Date, the “**U.S. Borrowers**”), Finastra UK Limited, a limited company incorporated in England and Wales (“**Finastra UK**”), the subsidiary guarantors from time to time party hereto, both undersigned and by execution of a Joinder Agreement, in each case, as pledgors, assignors and debtors (together with the Initial U.S. Borrower, Finastra UK (solely in its capacity as a Limited Pledgor) and D+H Investments S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered address at 53, Boulevard Royal, L-2440 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B201361 (“**D+H Investments**”) (solely in its capacity as a Limited Pledgor) in such capacities and together with any successors in such capacities, the “**Pledgors**,” and each a “**Pledgor**”), in favor of Blue Owl Capital Corporation, for the benefit of the Secured Parties in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors and permitted assigns in such capacities, the “**Collateral Agent**”).

R E C I T A L S:

A. In connection with the execution and delivery of this Agreement, the Initial U.S. Borrower, Finastra UK, Turaz Global S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered address at 53, Boulevard Royal, L-2440 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B201361 (“**Holdings**”), each other Credit Party from time to time party thereto and the Collateral Agent have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”).

B. Each U.S. Borrower, each Limited Pledgor and each other Pledgor have, pursuant to the Credit Agreement, unconditionally guaranteed the Secured Obligations.

C. Each U.S. Borrower, each Limited Pledgor and each other Pledgor will receive substantial benefits from the execution, delivery and performance of the Secured Obligations under the Credit Agreement and the other Loan Documents and each is, therefore, willing to enter into this Agreement.

D. Each Pledgor is, or, as to Pledged Collateral acquired by such Pledgor after the Closing Date, will be, the legal and/or beneficial owner of the Pledged Collateral pledged by it hereunder.

E. This Agreement is given by each Pledgor in favor of the Collateral Agent, for the benefit of the Secured Parties, to secure the prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) in full of all of the Secured Obligations.

F. It is a condition to the obligations of the Lenders to make the Loans under the Credit Agreement and a condition to the obligation of the Issuing Banks to issue Letters of Credit under the Credit Agreement that each Pledgor execute and deliver the applicable Loan Documents, including this Agreement.

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions.

(a) Unless otherwise defined herein or in the Credit Agreement, capitalized terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC; provided that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. Section 1.03 of the Credit Agreement shall apply herein *mutatis mutandis*.

(b) Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement.

(c) The following terms shall have the following meanings:

“**Additional Pledged Interests**” shall mean, collectively, with respect to each Pledgor (including each Limited Pledgor), (i) all options, warrants, rights, agreements, additional membership interests, partnership interests or other Equity Interests of whatever class of any issuer of Initial Pledged Interests or any equity interest in any such issuer, together with all rights, privileges, authority and powers of such Pledgor relating to such equity interests in each such issuer or under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such membership interests, partnership interests or other Equity Interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership interests, partnership interests or other Equity Interests from time to time acquired by such Pledgor in any manner and (ii) all membership interests, partnership interests or other Equity Interests, as applicable, of each limited liability company, partnership or other entity (other than a corporation) hereafter acquired or formed by such Pledgor and all options, warrants, rights, agreements, additional membership, partnership or other Equity Interests of whatever class of such limited

liability company, partnership or other entity, together with all rights, privileges, authority and powers of such Pledgor relating to such equity interests or under any Organizational Document of any such issuer, all rights as and to become a member or partner of such limited liability company, partnership or other entity, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other equity interests, from time to time acquired by such Pledgor in any manner; provided that, notwithstanding anything to the contrary, Additional Pledged Interests shall not include any Excluded Equity Interests or other Excluded Property.

“Additional Pledged Shares” shall mean, collectively, with respect to each Pledgor (including each Limited Pledgor), (i) all options, warrants, rights, Equity Interests, agreements, additional shares of capital stock of whatever class of any issuer of the Initial Pledged Shares or any other equity interest in any such issuer, together with all rights, privileges, authority and powers of such Pledgor relating to such equity interests issued by any such issuer under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such equity interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such equity interests, from time to time acquired by such Pledgor in any manner and (ii) all the issued and outstanding shares of capital stock of each corporation hereafter acquired or formed by such Pledgor and all options, warrants, rights, agreements or additional shares of capital stock of whatever class of such corporation, together with all rights, privileges, authority and powers of such Pledgor relating to such shares or under any Organizational Document of such corporation, and the certificates, instruments and agreements representing such shares and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such shares, from time to time acquired by such Pledgor in any manner; provided that, notwithstanding anything to the contrary, Additional Pledged Shares shall not include any Excluded Equity Interests or other Excluded Property.

“Agreement” shall have the meaning assigned to such term in the preamble hereof.

“Ancillary IP Rights” means with respect to any Patents, Trademarks, Copyrights, and Trade Secrets, (i) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages, claims and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) any rights corresponding thereto throughout the world.

“Certificated Securities” shall have the meaning assigned to such term in Section 8-102 of the UCC.

“Collateral Agent” shall have the meaning assigned to such term in the preamble hereof.

“Copyright Security Agreement” shall mean an agreement substantially in the form annexed hereto as Exhibit 3.

“Copyrights” shall mean, collectively, all rights over works of authorship (whether protected by statutory or common law copyright, whether established or registered in the United States or any other country or group of countries or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) including, without limitation, copyrights in software, Internet web sites and the contents thereof, and all copyright registrations and applications therefor, including the copyright registrations and applications listed on Schedule 8 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.

“Credit Agreement” shall have the meaning assigned to such term in the recitals hereof.

“D+H Investments” shall have the meaning assigned to such term in the recitals hereof.

“Deposit Accounts” shall mean, collectively, with respect to each Pledgor, all “deposit accounts” as such term is defined in the UCC.

“Distributions” shall mean, collectively, with respect to each Pledgor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to such Pledgor in respect of or in exchange for any or all of the Pledged Securities.

“Excluded Accounts” shall mean, (i) any accounts used primarily for funding payroll, healthcare and other employee wage and benefits, (ii) any tax account (including, without limitation, any sales or VAT tax account), (iii) escrow accounts, defeasances accounts, redemption accounts, trust accounts or other accounts held in a fiduciary capacity and (iv) any accounts pledged as cash collateral or otherwise granted to secure Liens not prohibited under the Credit Agreement.

“Excluded Property” shall mean, (x) with respect to any Pledgor who is a U.S. Person, (A) any real property or real property interests (including, without limitation, leasehold interests in real property) other than Material Real Property; (B) any lease, license or other agreement or any property subject to a purchase money security interest, Capital Lease or similar agreement, in each case, to the extent permitted to be incurred or provided under the Credit Agreement and each other applicable Loan Document to the extent and for so long as the grant of a security interest therein would violate or invalidate such lease, license or agreement, purchase money security interest, Capital Lease or a similar arrangement or create a right of termination in favor of any other Person thereto (other than each U.S. Borrower or a Pledgor or their Affiliates) after giving effect to the

applicable anti-assignment provisions of the UCC or similar other applicable law, other than Proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition; (C) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby (except to the extent such prohibition or restriction is ineffective under the UCC or other applicable law); (D) any lease, license, contract, property rights or agreement to which any Pledgor is a party or any of its rights, properties or interests thereunder (other than Proceeds and receivables thereof) if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, voiding or unenforceability of any right, title or interest of any Pledgor or any of its Affiliates therein or (ii) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, property rights or agreement (in the case of clause (i) and (ii), other than to the extent that any such abandonment, invalidation, voiding, unenforceability or termination would be rendered ineffective under the UCC or other applicable law); (E) any interests or property of a Pledgor to the extent and for so long as the grant of a security interest or Lien pursuant to this Agreement in such Pledgor's right, title or interest therein would result in material adverse accounting or regulatory consequences, as reasonably determined by the Borrower Agent; (F) motor vehicles, airplanes, vessels and any other assets covered by or subject to a certificate of title other than to the extent a security interest therein can be perfected by the filing of a UCC financing statement; (G) any assets or property of a Pledgor to the extent and for so long as the grant of a security interest or Lien pursuant to this Agreement in such Pledgor's right, title or interest therein is prohibited or restricted by applicable Requirements of Law (including, without limitation, any requirement to obtain the consent or approval of any Governmental Authority or third Person other than a Credit Party or any of their respective subsidiaries, unless such consent has been obtained), or by any contract binding on such assets or property at the time of its acquisition (or on the Closing Date) and not entered into in contemplation thereof (or in contemplation of the Transactions, as applicable); provided that the foregoing exclusions in this clause (G) shall in no way be construed to apply to the extent that the prohibition is unenforceable under the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law; (H) any other asset or property with respect to which the Collateral Agent and the U.S. Borrowers reasonably agree that the costs, burden or consequence of obtaining a security interest or perfection thereof (including any material adverse tax consequences) are excessive in relation to the value to the Secured Parties of the security to be afforded thereby; (I) any Property of any Excluded Subsidiary; (J) Excluded Accounts (and any cash or cash equivalents (including security entitlements and related assets) deposited in or otherwise credited to such Excluded Accounts); (K) assets of the Pledgors not located in the Covered Jurisdictions to create or perfect a security interest or Lien on such assets, which, for the avoidance of doubt, shall include Intellectual Property registered, located or titled outside of the United States; (L) any assets to the extent a security interest in or Lien on such assets would result in adverse tax consequences that are not *de minimis* to Holdings and its Restricted Subsidiaries and/or direct/indirect equityholders, as reasonably determined by the U.S. Borrowers in consultation with (but without the consent of) the Collateral Agent; (M) all

Commercial Tort Claims reasonably expected to result in a recovery of less than \$18,000,000 individually; (N) all Letters of Credit and Letter-of-Credit Rights (whether or not the applicable letter of credit is evidenced by a writing) other than to the extent such Letter of Credit or Letter-of-Credit Right can be perfected by the filing of a UCC financing statement; (O) any leasehold interest in any asset, to the extent a security interest therein cannot be perfected by filing a UCC financing statement; (P) any Excluded Equity Interests; (Q) [reserved]; (R) any intent-to-use Trademark application (but only until the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or registration issuing therefrom and (S) with respect to each Limited Pledgor, and solely for the purposes of this Agreement, any Pledged Collateral held by such Limited Pledgor other than its interest in any Limited Pledgor Collateral; provided that in each case set forth above, such assets will immediately cease to constitute Excluded Property when the relevant property ceases to meet this definition and, with respect to any such property, a security interest hereunder shall attach immediately and automatically without further action; provided further, that in no event will any Equity Interests of any Borrower be Excluded Equity Interests.

“**Exclusive Copyright Licenses**” shall have the meaning assigned to such term in Section 2.2(b).

“**Finastra UK**” shall have the meaning assigned to such term in the recitals hereof.

“**General Intangibles**” shall mean, collectively, with respect to each Pledgor, all “general intangibles,” as such term is defined in the UCC, now owned or hereafter acquired by such Pledgor.

“**Holdings**” shall have the meaning assigned to such term in the recitals hereof.

“**Initial Pledged Interests**” shall mean, with respect to each Pledgor (including each Limited Pledgor), all membership, partnership or other Equity Interests (other than in a corporation), as applicable, of each issuer owned by such Pledgor on the date hereof, including, without limitation, any such interests described in Schedule 2 hereto, together with all rights, privileges, authority and powers of such Pledgor in and to each such interest or under any Organizational Document of each such issuer, all rights as and to become a member or partner of such limited liability company, partnership or other entity, and the certificates, instruments and agreements representing such membership, partnership or other interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other interests; provided that, notwithstanding anything to the contrary, the Initial Pledged Interests shall not include any Excluded Equity Interests or other Excluded Property.

“**Initial Pledged Shares**” shall mean, collectively, with respect to each Pledgor (including each Limited Pledgor), the issued and outstanding shares of capital stock of

each issuer that is a corporation owned by such Pledgor on the date hereof, including, without limitation, those described in Schedule 2 hereto, together with all rights, privileges, authority and powers of such Pledgor relating to such interests in each such issuer or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such shares of capital stock and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such interests; provided that, notwithstanding anything to the contrary, the Initial Pledged Shares shall not include any Excluded Equity Interests or other Excluded Property.

“Initial U.S. Borrower” shall have the meaning assigned to such term in the preamble hereof.

“Initial U.S. Borrower Shares” shall mean the entire issued share capital of the Initial U.S. Borrower at the date of this Agreement, together with all additional share capital issued by the Initial U.S. Borrower after the date of this Agreement, in each case, together with all rights, privileges, authority and powers of such Pledgor relating to such interests in the Initial U.S. Borrower or under any Organizational Document of the Initial U.S. Borrower, and the certificates, instruments and agreements representing such shares of capital stock and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such interests.

“Instruments” shall mean, collectively, with respect to each Pledgor, all “instruments,” as such term is defined in Article 9, rather than Article 3, of the UCC.

“Intellectual Property” shall mean all intellectual property rights of every kind and nature throughout the world, including rights in: (a) Patents, (b) Trademarks, (c) Copyrights and (d) Trade Secrets.

“Intellectual Property Collateral” shall mean, collectively, with respect to each Pledgor, all Intellectual Property of such Pledgor, whether now owned or hereafter created or acquired by or assigned to such Pledgor, other than Excluded Property.

“Intercreditor Agreement” shall have the meaning assigned to such term in the Credit Agreement.

“Investment Property” shall mean a security, whether certificated or uncertificated, or a Commodity Contract, excluding, however, the Securities Collateral, securities entitlements, commodity accounts and securities accounts.

“Joinder Agreement” shall mean an agreement substantially in the form annexed hereto as Exhibit 2.

“Legal Requirements” shall mean, as to any person, the Organizational Documents of such person, and any treaty, law (including the common law), statute, ordinance, code, rule, regulation, license, permit, requirement, order or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or

binding upon such person or any of its Property or to which such person or any of its Property is subject.

“Lenders” shall have the meaning assigned to such term in the recitals hereof.

“Licenses” shall mean, collectively, with respect to each Pledgor, all contracts, agreements, permits and orders relating to any Intellectual Property, to which such Pledgor, now or hereafter, is a party or beneficiary, together with any and all amendments, restatements, renewals, extensions, supplements and continuations thereof.

“Limited Pledgor” shall mean Finastra UK, D+H Investments and any other Pledgor identified as a Limited Pledgor in any Securities Pledge Amendment after the Closing Date.

“Limited Pledgor Collateral” shall have the meaning assigned to such term in Section 2.1.

“Limited Pledgor Equity” shall have the meaning assigned to such term in Section 2.1.

“Patent Security Agreement” shall mean an agreement substantially in the form annexed hereto as Exhibit 4.

“Patents” shall mean, collectively, all rights in patents, utility models and statutory invention registrations issued or assigned to and all applications and registrations for the foregoing (whether established, registered or recorded in the United States or any other country or group of countries or any political subdivision thereof), including those listed on Schedule 8 hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein and (iii) reissues, reexaminations, provisionals, divisionals, renewals, extensions, substitutions, continuations and continuations in part thereof and amendments thereto.

“Pledged Collateral” shall have the meaning assigned to such term in Section 2.1.

“Pledged Interests” shall mean, collectively, the Initial Pledged Interests and the Additional Pledged Interests, including the Initial U.S. Borrower Shares.

“Pledged Securities” shall mean, collectively, the Pledged Interests, the Pledged Shares and the Successor Interests.

“Pledged Shares” shall mean, collectively, the Initial Pledged Shares and the Additional Pledged Shares.

“Pledgor” shall have the meaning assigned to such term in the preamble hereof.

“Securities Collateral” shall mean the Pledged Securities and any Distributions that are in the form of Pledged Securities (other than any Excluded Equity Interests or other Excluded Property).

“Securities Pledge Amendment” shall mean an agreement substantially in the form annexed hereto as Exhibit 1.

“Successor Interests” shall mean, collectively, with respect to each Pledgor, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company, partnership or other entity owned by such Pledgor (unless such successor is such Pledgor itself) formed by or resulting from any consolidation or merger to which any person then-listed on Schedule 2 hereto is a party but is not the surviving entity; provided that, notwithstanding anything to the contrary, Successor Interests shall not include any Excluded Equity Interests or other Excluded Property.

“Trade Secrets” shall mean all rights in confidential or proprietary information including, to the extent confidential or proprietary, technology, know-how, trade secrets, manufacturing and production procedures and techniques, inventions, designs, research and development information, methods, plans, formulae, descriptions, compositions, drawings, specifications, software, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and proposals and customer and supplier lists and information, together with any and all rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing.

“Trademark Security Agreement” shall mean an agreement substantially in the form annexed hereto as Exhibit 5.

“Trademarks” shall mean, collectively, all rights in trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to or, in the case of intent-to-use trademarks, held for use, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or group of countries or any political subdivision thereof), including all registered and applied for trademarks listed on Schedule 8 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 and (iii) continuations, extensions and renewals thereof and amendments thereto.

“UCC” shall mean the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided, however, that if by reason of mandatory provisions of applicable Requirements of Law, any or all of the attachment, perfection or priority of the Collateral Agent’s and the other Secured Parties’ security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform

Commercial Code as in effect on the date hereof in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions.

“**U.S. Borrowers**” shall have the meaning assigned to such term in the preamble hereof.

“**USCO**” shall mean the United States Copyright Office.

“**USPTO**” shall mean the United States Patent and Trademark Office.

SECTION 1.2 Interpretation. The rules of interpretation specified in the Credit Agreement (including Sections 1.03 - 1.10 thereof) shall be applicable to this Agreement.

SECTION 1.3 [Reserved].

SECTION 1.4 Schedules to Security Agreement. The Collateral Agent and each Secured Party agree that the schedules hereto and all descriptions of Pledged Collateral, schedules, amendments and supplements hereto are and shall at all times remain a part of this Agreement. All references to the schedules hereto are to the schedules as supplemented from time to time by the U.S. Borrowers (or other Pledgor) in writing to the Collateral Agent.

SECTION 1.5 First Priority Security Interest or Lien References. Notwithstanding anything to the contrary, any reference in any Loan Document to “first priority security interest”, “first priority Liens”, “perfected security interest”, “perfected Liens” or terms with the equivalent meaning shall be deemed to be followed by the phrase “(subject to Permitted Liens or any Liens not prohibited by the Credit Agreement)”, and such perfection and priority shall be subject to the limitations set forth in Sections 3.2 and 3.7 and to any requirements for perfection or priority not expressly required to be taken by this Agreement.

ARTICLE II

GRANT OF SECURITY AND SECURED OBLIGATIONS

SECTION 2.1 Grant of Security Interest. 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, Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, together with the Limited Pledgor Collateral, the “**Pledged Collateral**”):

- (i) all Accounts;
- (ii) all Equipment, Goods, Inventory and Fixtures;
- (iii) all Documents, Instruments and Chattel Paper;

(iv) all Letters of Credit and Letter-of-Credit Rights (whether or not the applicable letter of credit is evidenced by a writing);

(v) all Securities Collateral;

(vi) all Investment Property;

(vii) all Intellectual Property Collateral (and associated Ancillary IP Rights), and Licenses;

(viii) Commercial Tort Claims (including, without limitation, those described on Schedule 3 hereto);

(ix) all General Intangibles;

(x) all Money;

(xi) all Cash Equivalents, Deposit Accounts, Securities Accounts or Commodities Accounts;

(xii) all Supporting Obligations;

(xiii) all books and records relating to the Pledged Collateral;

(xiv) to the extent not covered by clauses (i) through (xiii) of this sentence, choses in action and all other personal property of such Pledgor, whether tangible or intangible (in each case, other than Excluded Property); and

(xv) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property).

Notwithstanding anything to the contrary contained in clauses (i) through (xv) above or any other provision of any Loan Document, the security interest created by this Agreement shall not extend to, and the terms "Pledged Collateral," "Securities Collateral," "Pledged Securities," "Pledged Interest" (and the component definitions thereof), "Pledged Shares" (and the component definitions thereof), and "Intellectual Property Collateral" shall not include, any Excluded Property. Notwithstanding anything herein to the contrary or any other Loan Document, no Pledgor shall be required to (nor shall the Collateral Agent be authorized to) make any filings or take any other action in order to perfect a security interest in or Lien on the Pledged Collateral in any jurisdiction other than in the United States or Canada (other than with respect to any Foreign Credit Party pursuant to any of the other Loan Documents in accordance with the Agreed Security Principles). Notwithstanding anything to the contrary contained herein, the Pledgors shall not be required to deliver physical Pledged Collateral to the Collateral Agent or to otherwise perfect a security interest in any Pledged Collateral, in each case to the extent the Collateral Agent and the U.S. Borrowers reasonably agree that the burden, cost, difficulty or

consequence of delivering such physical Pledged Collateral or perfecting a security interest in such Pledged Collateral (including, without limitation, the cost of title insurance, surveys or flood insurance (if necessary) and any material accounting or regulatory consequences) outweighs, or is excessive in relation to the practical benefit to the Lenders of the security afforded thereby; provided that delivery of Pledged Collateral shall also be subject to the terms set forth in Section 3.2 hereof.

Notwithstanding any other term of this Agreement, (i) no Limited Pledgor grants any mortgage, charge, pledge, lien or other security interest over any of its business and assets under this Agreement and (ii) none of any Limited Pledgor's business or assets shall constitute Pledged Collateral for the purpose of this Agreement, in each case, other than as set out in this section. As collateral security for the Payment in Full of all of the Secured Obligations, each Limited Pledgor hereby assigns and pledges, as a continuing security interest, all its present and future right, title and interest in, to and under and whether now or hereafter existing or arising, the Initial U.S. Borrower Shares and any Pledged Securities of any entity incorporated or organized under the laws of the United States, any state thereof or the District of Columbia hereinafter owned by the Limited Pledgor (collectively, the "**Limited Pledgor Equity**"), including all Distributions and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Limited Pledgor Equity; all rights and privileges of the Limited Pledgor with respect to the Limited Pledgor Equity; all books and records relating to the Limited Pledgor Equity; and all Proceeds, profits, rents and products of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to the foregoing (the "**Limited Pledgor Collateral**") to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties. The Limited Pledgor Equity shall be Pledged Interests for the purpose of this Agreement. Furthermore, the liability of the Limited Pledgor solely under this Agreement in respect of the Secured Obligations shall be limited to the Limited Pledgor Collateral. Other than as described in this section, the Collateral Agent shall have no recourse against any Limited Pledgor under this Agreement. Nothing herein shall limit any Lien granted by any Limited Pledgor under, or any recourse of any Secured Party to any other assets or property of any Limited Pledgor under any other Security Document; *provided* that in the case of any direct conflict between any terms of this Agreement and any terms of any such Security Document governed by the laws of the jurisdiction of incorporation or existence of such Limited Pledgor, in each case, in respect of any assets of such Limited Pledgor (other than with respect to the Limited Pledgor Collateral), the terms of such other Security Document shall govern.

SECTION 2.2 Filings.

(a) Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time prior to the termination of this Agreement pursuant to Section 9.4 to file in any relevant Covered Jurisdiction any financing statements (including fixture filings), continuation statements and amendments thereto (and any similar filings in any relevant Covered Jurisdiction) that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement, continuation statement or amendment thereto (and any similar filings in any relevant Covered Jurisdiction) relating to the Pledged Collateral, including (i) whether such Pledgor is an organization, the type of organization and any organizational identification number issued to such Pledgor, and (ii) in the case of a financing statement filed as

a fixture filing, a sufficient description of the real property to which such Pledged Collateral relates. Each Pledgor agrees to provide all information described in the immediately preceding sentence to the Collateral Agent promptly upon reasonable written request and the Collateral Agent agrees to provide to such Pledgor copies of any such filings. Such financing statements may describe the Pledged Collateral in the same manner as described herein or may contain a description of Pledged Collateral that describes such property in any other manner as the Collateral Agent may determine, in its reasonable discretion, is necessary to ensure the perfection or first lien priority of the security interest (subject to Permitted Liens or any Liens not prohibited by the Credit Agreement) in the Pledged Collateral granted to the Collateral Agent in connection herewith, including, describing such property as “all assets whether now owned or hereafter acquired” or “all personal property whether now owned or hereafter acquired” (regardless of whether any particular asset comprised in the Pledged Collateral falls within the scope of Article 9 of the UCC) or words of similar effect; provided, that, with respect to any property or collateral description in such financing statements that is broader than the Pledged Collateral, the Collateral Agent agrees, promptly upon the request of any Pledgor and at such Pledgor’s expense, to (i) provide written notice to any Person stating that its Pledged Collateral does not extend to property or assets that are not Pledged Collateral and (ii) take any actions (including, without limitation, filing an amendment to such financing statements) necessary to remove any property or assets that are not Pledged Collateral from such financing statements.

(b) Each Pledgor hereby further authorizes the Collateral Agent to file instruments with the USPTO and the USCO (and any successor office), including one or more Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements, or other documents that are necessary for the purpose of perfecting, continuing or enforcing the pledge and security interest granted by such Pledgor hereunder (i) in any Intellectual Property Collateral owned by such Pledgor and applied for, registered or issued in the United States and (ii) all copyright Licenses registered in the United States pursuant to which such Pledgor is an exclusive licensee (“*Exclusive Copyright Licenses*”).

ARTICLE III

PERFECTION

SECTION 3.1 Delivery of Certificated Securities Collateral. As of the Closing Date, each Pledgor hereby represents and warrants that it holds no Equity Interests constituting Securities Collateral, other than those listed on Schedule 2 hereto. Unless otherwise agreed by the Administrative Agent or Collateral Agent, each Pledgor represents and warrants that (i) as of the Closing Date, all Certificated Securities (other than any Certificated Securities expressly contemplated by the Credit Agreement not to be delivered to the Collateral Agent on the Closing Date) and (ii) after the Closing Date, all Certificated Securities (except those acquired or formed in the immediately preceding 60 days or such earlier date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion), in either case, representing or evidencing Securities Collateral held by a Pledgor have been delivered (or shall within three Business Days following the Closing Date (or, in the case of clause (ii), the date such Certificated Security was required to have been delivered) to the extent agreed in writing (including via e-mail) by the Collateral Agent or its counsel, be delivered) to the Collateral Agent (or its non-fiduciary agent or designee), in each case, in suitable form for transfer by

delivery or accompanied by duly executed instruments of transfer or assignment in blank, in form and substance reasonably satisfactory to the Collateral Agent (it being understood and agreed that the form of Equity Interests power delivered to the Collateral Agent or its counsel prior to the Closing Date is acceptable to the Collateral Agent), and that the Collateral Agent has a valid, enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally, by Debtor Relief Laws or by general principles of equity, regardless of whether considered in a proceeding in equity or at law), perfected first priority security interest therein (subject to Permitted Liens or any Liens not prohibited by the Credit Agreement). Each Pledgor hereby agrees that all Certificated Securities representing or evidencing Securities Collateral directly acquired by such Pledgor after the Closing Date shall promptly (and in any event within 60 days (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Securities were created or acquired is required to be delivered) or such longer period as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) be delivered to and held by or on behalf of the Collateral Agent (or its non-fiduciary agent or designee) pursuant hereto. All Securities Collateral that are Certificated Securities shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, in form and substance reasonably satisfactory to the Collateral Agent (it being understood and agreed that the form of Equity Interests power delivered to the Collateral Agent or its counsel prior to the Closing Date is acceptable to the Collateral Agent). The Collateral Agent shall have the right, upon the occurrence and during the continuance of any Declared Default, upon one Business Day's prior written notice to the Pledgors after the existence of such Declared Default, to endorse, assign or otherwise transfer to or to register in the name of the Collateral Agent or any of its nominees or endorse for negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder. In addition, the Collateral Agent shall have the right at any time upon the occurrence and during the continuance of any Declared Default, upon one Business Day's prior written notice to the Pledgors after the existence of such Declared Default, to exchange Certificated Securities representing or evidencing Securities Collateral for Certificated Securities of smaller or larger denominations.

No issuer that is a direct Subsidiary of a Pledgor whose Equity Interests are Securities Collateral that is a limited liability company or limited partnership organized in the United States shall include in its limited liability company agreement or partnership agreement (or similar document) that any membership interests or partnership interests, as applicable, shall be a "security" as defined in Article 8 of the applicable UCC unless such issuer shall have its Equity Interests be Certificated Securities and the applicable Pledgor complies with the provisions in the immediately preceding paragraph of this Section 3.1; provided that in connection with any such Equity Interests that become Securities Collateral after the Closing Date, the applicable Pledgor shall have 60 days (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Equity Interests were created or acquired is required to be delivered) or such longer period as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion from the date such interests constitute Securities Collateral to comply with the requirements of this paragraph.

SECTION 3.2 Excluded Perfection Actions. Notwithstanding anything to the contrary, no Pledgor, no other Credit Party nor any of their Subsidiaries shall be required, nor shall the Collateral Agent be authorized with respect to the Pledged Collateral (except with respect to any Foreign Credit Party, to the extent required by the terms of any other Loan Document), (a) to deliver or provide (or take any actions with respect to obtaining), any mortgages, deeds of trust, deeds to secure debt, leasehold mortgages, landlord waivers, estoppels, collateral access letters (other than, in each case, Mortgages with respect to Material Property), (b) to take any actions with respect to perfection by “control” other than with respect to (i) Instruments, Documents, Chattel Paper and intercompany notes in an amount in excess of \$18,000,000 individually and (ii) Securities Collateral, (c) to take any actions with respect to any property or assets of the Pledgors under the law of any jurisdiction that is not a Covered Jurisdiction (including Intellectual Property registered, located or titled outside of the United States) to create or perfect a security interest in any non-U.S. Jurisdiction (and no security agreements, pledge agreements or other collateral documents governed under the laws of any non-U.S. jurisdiction shall be required), (d) other than with respect to a Foreign Credit Party (subject to the Agreed Security Principles, pursuant to Section 5.10 of the Credit Agreement) to take any action with respect to any assets of the Pledgors (including Intellectual Property) registered, located or titled outside of, or governed by or arising under the laws of a jurisdiction outside of, the Covered Jurisdictions (*provided*, that filings with respect to Intellectual Property will be limited to filings made with the USCO, USPTO and the Canadian Intellectual Property Office), (e) to enter into any control agreements with respect to any cash or cash equivalents (including any Cash Equivalents), Deposit Accounts, Securities Accounts or Commodity Accounts of the Pledgors, (f) to provide any notice or obtain the consent of governmental authorities under the Federal Assignment of Claims Act (or any state equivalent thereof), (g) to enter into any source code escrow arrangement or register or prosecute any Intellectual Property, or (h) to, in the case of each Pledgor, take any actions, and in the case of the Collateral Agent, compel any Pledgor to take any actions, to grant, create or perfect a security interest in Excluded Property. Further, all agreements, instruments and documents with respect to the Pledged Collateral shall be documented under, and governed by, New York law (and to the extent applicable, federal law governing the Intellectual Property Collateral), and no foreign law legal opinions shall be required with respect to the Pledged Collateral (it being understood and agreed, for the avoidance of doubt, that this sentence shall not apply to any Security Document required by the Credit Agreement with respect to Liens required to be granted under non-US law in accordance with the Agreed Security Principles or Material Real Property, which Mortgages in respect thereof will be governed by the local law of the relevant Real Property).

SECTION 3.3 [Reserved].

SECTION 3.4 Other Perfection Actions.

(a) Commercial Tort Claims. As of the Closing Date, each Pledgor (other than the Limited Pledgors) hereby represents and warrants that it holds no Commercial Tort Claims having a value reasonably believed by the Pledgors to be in excess of \$18,000,000 individually, other than those listed on Schedule 3 hereto. If any Pledgor shall at any time hold or acquire a Commercial Tort Claim having a value reasonably believed by the Pledgors to be in excess of \$18,000,000 individually, such Pledgor shall promptly (and in any event within 60 days after creating or acquiring such Commercial Tort Claim (or, if later, until the date that the Compliance

Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Commercial Tort Claim was acquired is required to be delivered) or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) notify the Collateral Agent thereof in a supplement to Schedule 3 which provides a reasonably complete description of the Commercial Tort Claim and, at the written (including via email) request of the Collateral Agent, such Pledgor shall grant to the Collateral Agent in a writing reasonably satisfactory to the Collateral Agent a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement. Unless otherwise agreed, the grant of a security interest in any such Commercial Tort Claim shall not prejudice the right of such Pledgor to prosecute, enforce or exercise any of its rights in connection with such Commercial Tort Claim. Notwithstanding anything to the contrary herein, in connection with any such Commercial Tort Claim that exceeds the applicable threshold set forth in this Section 3.4(a) after the Closing Date, the applicable Pledgor shall have 60 days (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Commercial Tort Claim was acquired is required to be delivered) or such longer period as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion from the date such Commercial Tort Claim exceeds the applicable threshold to comply with the requirements of this paragraph.

(b) Instruments and Intercompany Notes. As of the Closing Date, each Pledgor (other than the Limited Pledgors) hereby represents and warrants that it holds no Instrument or intercompany note, in each case, constituting Collateral, having a value in excess of \$18,000,000 individually, other than those listed on Schedule 9 hereto. Each Pledgor shall promptly (and in any event within 60 days after the Closing Date or, if acquired after the Closing Date, within 60 days after acquiring such Instrument or intercompany note (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Instrument or intercompany note was acquired is required to be delivered) or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) deliver or cause to be delivered to the Collateral Agent (or its non-fiduciary agent or designee) any and all Instruments and intercompany notes with a value in excess of \$18,000,000 individually evidencing or constituting Pledged Collateral (together with a customary transfer power, allonge or indorsement); provided, however, that, upon request by a Pledgor, the Collateral Agent (or its non-fiduciary agent or designee) shall promptly return any such Instrument or intercompany note to such Pledgor from time to time (x) to the extent necessary for collection in the ordinary course of such Pledgor's business, (y) in connection with the amount or obligation due thereunder or evidenced thereby constituting Collateral falling below \$18,000,000 or (z) in connection with the cancellation or the payment in full of the amounts due or performance of the obligations evidenced by such Instrument or intercompany note. Notwithstanding anything to the contrary herein, in connection with any such Instrument or intercompany note constituting Collateral that exceeds the applicable threshold set forth in this Section 3.4(b) after the Closing Date, the applicable Pledgor shall have 60 days (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Instrument or intercompany note was acquired is required to be delivered) or such longer period as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion from the date such

Instrument or intercompany note exceeds the applicable threshold to comply with the requirements of this paragraph.

(c) Material Property. Each Pledgor (other than the Limited Pledgors) hereby represents and warrants that it owns no Material Property other than each Material Property located at the address for such Material Property which is listed (together with the fair market value of such Material Property as of the date on which such property address is first listed on such schedule) on Schedule 10 hereto.

SECTION 3.5 Joinder of Additional Guarantors. Subject to Section 5.10 of the Credit Agreement, the Pledgors shall cause each Restricted Subsidiary of Holdings (other than Excluded Subsidiaries) that, from time to time, after the date hereof shall be required to become a Guarantor for the benefit of the Secured Parties pursuant to Section 5.10 of the Credit Agreement, to execute and deliver to the Collateral Agent within 60 days after the date on which it was acquired or created or ceased to be an Excluded Subsidiary (or, if later, the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Restricted Subsidiary became required to become a Guarantor is required to be delivered) (or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion), to the extent applicable, (i) a Joinder Agreement to this Agreement, (ii) a supplement to the schedules hereto relating to such Restricted Subsidiary and (iii) an additional writing setting forth the information that would have been required in respect of such Restricted Subsidiary to be set forth on Schedule 4 if it had become a Pledgor on the Closing Date and upon such execution and delivery of such documents, such Restricted Subsidiary that is not an Excluded Subsidiary shall constitute a "Pledgor" for all purposes hereunder. The execution and delivery of such Joinder Agreement shall not require the consent of any other Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition or removal of any other Pledgor as a party to this Agreement or any other Loan Document.

SECTION 3.6 Effects of Post-Closing Time Periods. Notwithstanding anything to the contrary herein or in any other Loan Document, all representations, warranties, covenants and other provisions in this Agreement and the other Loan Documents shall take into account any time extensions provided in Section 5.15 of the Credit Agreement, Schedule 5.15 to the Credit Agreement and any post-closing letter agreement and in any amendment or extension thereof and any time extension provided in Section 5.15 of the Credit Agreement, Schedule 5.15 to the Credit Agreement or any post-closing letter agreement (or any amendment or extension agreement related thereto) shall automatically be applied to any relevant representation, warranty, covenant or other provision in this Agreement and the other Loan Documents.

SECTION 3.7 Further Assurances; Supplements. Subject to the express limitations set forth herein and in the Credit Agreement, upon reasonable request by the Collateral Agent, each Pledgor shall take such further actions, and execute and deliver to the Collateral Agent such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Collateral Agent may in its reasonable judgment deem necessary or advisable under applicable Legal Requirements in order to create, perfect, preserve and protect, under the laws of the United States or any of its States or territories (or any other applicable

Covered Jurisdiction solely to the extent required by this Agreement), the rights and interests granted to the Collateral Agent hereunder, to carry into effect the purposes hereof or better to assure and confirm the validity, enforceability and priority of the Collateral Agent's security interest in the Pledged Collateral or permit the Collateral Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Pledged Collateral, including the filing of financing statements, continuation statements and other documents (including this Agreement) under the Uniform Commercial Code (or other similar laws) in effect in any United States jurisdiction (or other similar laws of any relevant Covered Jurisdiction solely to the extent required by this Agreement) with respect to the security interest created hereby, all in form reasonably satisfactory to the Collateral Agent and in such offices located in the United States or any of its States (including the USPTO, USCO and the Canadian Intellectual Property Office, but not any other Intellectual Property registers) wherever required by the laws of the United States or any of its States or territories (or in such offices of any relevant Covered Jurisdictions solely to the extent required by this Agreement) to perfect, continue and maintain the validity, enforceability and priority of the security interest in the Pledged Collateral as provided herein, in each case subject to Sections 3.2 and 3.7 and to any other specific limitations herein on the scope of the security interest granted herein or the perfection or priority thereof. If a Declared Default has occurred and is continuing, after the reasonable written request of the Collateral Agent to the applicable Pledgor and the failure of the Pledgor to follow such request, the Collateral Agent may institute and maintain, in its own name or in the name of any Pledgor, such suits and proceedings as the Collateral Agent may be advised by counsel shall be necessary to prevent any impairment of the security interest in the Pledged Collateral or the perfection or priority thereof, in each case to the extent such security interest, or the perfection or priority thereof, is provided for herein. All of the foregoing shall be at the sole cost and expense of the Pledgors.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Notwithstanding anything to the contrary herein or in any other Loan Document, it is understood and agreed that all representations and warranties (but not the covenants) set forth in this Agreement shall be made only on the date hereof and after the Closing Date only on each date that a Credit Extension is made but not at any other time or date. Each Pledgor represents and warrants or covenants (as applicable) as follows (it being acknowledged and agreed that each reference in the representations and warranties of this Article IV to a Schedule of this Agreement, shall be taken as a reference to such Schedule as contained in the most recently updated or supplemented Schedule of this Agreement in effect at the time such representation and warranty is made):

SECTION 4.1 Title. Except for the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and Liens not prohibited under the Credit Agreement, such Pledgor has good and valid rights in, as of the Closing Date, the Pledged Collateral and, as to Pledged Collateral acquired by it from time to time after the Closing Date, will have good and valid rights in such Pledged Collateral purported to be pledged by it hereunder free and clear of any and all Liens or claims of others (other than Permitted Liens or any Liens not prohibited by the Credit Agreement).

SECTION 4.2 Validity of Security Interest. Each Pledgor represents and warrants that the jurisdiction of organization of each Pledgor is set forth on Schedule 1 hereto. The security interest in and Lien on the Pledged Collateral granted to the Collateral Agent for the benefit of the Secured Parties hereunder shall constitute (a) a legal and valid security interest under applicable U.S. federal and state law in all the Pledged Collateral securing the payment of the Secured Obligations and (b) subject to the filing of UCC financing statements in the jurisdictions set forth in Schedule 1 hereto and to the filing of one or more Trademark Security Agreements, Patent Security Agreements and Copyright Security Agreements with respect to the Intellectual Property Collateral and the Exclusive Copyright Licenses with the USPTO or USCO (as applicable), a valid, enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally, by Debtor Relief Laws or by general principles of equity, regardless of whether considered in a proceeding in equity or at law), perfected first priority security interest (subject to Permitted Liens or any Liens not prohibited by the Credit Agreement) in all the Pledged Collateral with respect to which a security interest may be perfected by filing such a financing statement or a recording of such lien filed with the USPTO or the USCO. Subject to Section 1.5, the security interest and Lien granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement in and on the Pledged Collateral will at all times constitute a valid, enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally, by Debtor Relief Laws or by general principles of equity, regardless of whether considered in a proceeding in equity or at law), perfected, continuing first priority security interest therein, subject only to Permitted Liens or any Liens not prohibited by the Credit Agreement. Notwithstanding anything to the contrary in any of the Loan Documents, no Pledgor shall be required to take any actions nor shall be deemed to make any representation, warranty or covenant, in each case under any Security Document with respect to any applicable foreign Requirements of Law that may affect the validity, creation, perfection or priority of any security interest purported to be granted under any Security Document.

SECTION 4.3 Defense of Claims; Transferability of Pledged Collateral. Each Pledgor shall, at its own cost and expense, use commercially reasonable efforts to defend title to the Pledged Collateral pledged by it hereunder and the security interest therein and Lien thereon granted to the Collateral Agent and the priority thereof against any and all claims and demands of persons at any time claiming any interest therein adverse to the Collateral Agent or any other Secured Party, other than with respect to Permitted Liens or any Liens not prohibited by the Credit Agreement.

SECTION 4.4 Due Authorization and Issuance. All of the Initial Pledged Shares have been, and to the extent any Additional Pledged Shares are hereafter issued, such Additional Pledged Shares will be, upon such issuance, duly authorized, validly issued and fully paid and non-assessable. All of the Pledged Interests have been fully paid for, and there is no amount owing by any Pledgor to any issuer of the Pledged Interests in exchange for or in connection with the issuance of the Pledged Interests or any Pledgor's status as a partner or a member of any issuer of the Pledged Interests.

SECTION 4.5 Insurance. In the event that the proceeds of any insurance claim with respect to the Pledged Collateral are paid after the Collateral Agent has exercised its right to foreclose after

a Declared Default has occurred and is continuing, any such Net Cash Proceeds shall be held in trust for the benefit of the Collateral Agent and promptly after receipt thereof shall be paid to the Collateral Agent to satisfy in accordance with the terms of the Credit Agreement and the other Loan Documents any deficiency with respect to the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations) remaining after such foreclosure.

SECTION 4.6 Other Information

(a) The exact legal name of each Pledgor, as such name appears in its respective certificate of incorporation or any other organizational document as of the Closing Date, is set forth in Schedule 4. Each Pledgor is (i) the type of entity disclosed next to its name in Schedule 4 and (ii) a registered organization except to the extent disclosed in Schedule 4. Also set forth in Schedule 4 is the organizational identification number, if any, of each Pledgor that is a registered organization and the Federal Taxpayer Identification Number of each Pledgor.

(b) Set forth in Schedule 5 hereto is a list of (i) any other legal names (as such name appears or appeared in its respective certificate of incorporation or any other organizational documents) each Pledgor has had in the past five years, together with the date of the relevant change and (ii) all other trade names currently used by each Pledgor, or any other names of the businesses or organizations to which any Pledgor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, or on any filings with the Internal Revenue Service at any time within the five years preceding the date hereof. Except as set forth in Schedule 5, no Pledgor has changed its jurisdiction of organization at any time during the past four months.

(c) As of the Closing Date, the chief executive office of each Pledgor is located at the address set forth in Schedule 6 hereto.

(d) Except for those purchases, acquisitions and other transactions described in Schedule 7 attached hereto and as it pertains to the Limited Pledgors, during the last five years, all of the Pledged Collateral (other than Pledged Collateral acquired in any acquisition or series of related acquisitions or in any other asset purchase, in each case having an aggregate value not in excess of \$140,000,000) has been originated by each Pledgor in the ordinary course of business or consists of goods which have been acquired by such Pledgor in the ordinary course of business from a person in the business of selling goods of that kind.

SECTION 4.7 Information Regarding Collateral. No Pledgor shall effect any change (i) in such Pledgor's legal name, (ii) in such Pledgor's organizational structure which would adversely affect the creation, validity, perfection and/or priority of the Collateral Agent's security interest in the Collateral (after giving effect to such change in organizational structure) granted hereby, (iii) other than with respect to any Limited Pledgor, in such Pledgor's Federal Taxpayer Identification Number or organizational identification number, (iv) in such Pledgor's jurisdiction of organization or (v) in the case of any non-registered organization, any Pledgor's chief executive office unless it shall give the Collateral Agent written notice of such change within thirty days following such change (or such longer period as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion), which notice shall

describe such change and provide such other information in connection therewith as the Collateral Agent may reasonably request.

ARTICLE V

CERTAIN PROVISIONS CONCERNING SECURITIES COLLATERAL

SECTION 5.1 Pledge of Additional Securities Collateral. Each Pledgor (including each Limited Pledgor in respect of its interest in any Limited Pledgor Collateral) shall, upon obtaining any Pledged Securities of any person (in the case of a debt instrument, in a principal amount or value greater than \$18,000,000 individually) (other than Excluded Property), accept the same in trust for the benefit of the Collateral Agent and promptly (and in any event within 60 days thereafter (or, for the avoidance of doubt, if later, 60 days after such no longer constitutes Excluded Property or exceeds any applicable threshold) (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Pledged Securities became required to be delivered pursuant to this Agreement is required to be delivered) or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) deliver to the Collateral Agent a Securities Pledge Amendment, duly executed by such Pledgor, and the certificates and other documents required under Section 3.1 in respect of such additional Pledged Securities that are to be pledged pursuant to this Agreement, and confirming the grant and attachment of the Lien hereby created on and in respect of such additional Pledged Securities. Each Pledgor hereby authorizes the Collateral Agent to attach each Securities Pledge Amendment to this Agreement and agrees that all Pledged Securities listed on any Securities Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder be considered Pledged Collateral.

SECTION 5.2 Voting Rights; Distributions; etc.

(i) So long as no Declared Default shall have occurred and be continuing, or, if a Declared Default shall be continuing, one Business Day's prior written notice has not been provided to the Pledgors of the Collateral Agent's decision to exercise the remedies set forth in Section 5.2(ii) below:

(A) each Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms or purposes of this Agreement, the other Loan Documents or any other document evidencing the Secured Obligations; and

(B) each Pledgor shall be entitled to receive and retain, and to utilize, any and all Distributions in any manner not prohibited by the Credit Agreement; provided, however, that any and all such Distributions consisting of rights or interests in the form of Pledged Securities that are Certificated Securities shall promptly (and in any event within 60 days after receipt thereof (or, for the avoidance of doubt, if later, 60 days after such no longer constitutes Excluded Property or exceeds any applicable threshold) (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in

which such Pledged Securities became required to be delivered pursuant to this Agreement is required to be delivered) or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) be delivered to the Collateral Agent (or its non-fiduciary agent or designee) to hold as Pledged Collateral and shall, if received by any Pledgor, be received in trust for the benefit of the Collateral Agent and be promptly (and in any event within 60 days after receipt thereof (or, for the avoidance of doubt, if later, 60 days after such no longer constitutes Excluded Property or exceeds any applicable threshold) (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Pledged Securities became required to be delivered pursuant to this Agreement is required to be delivered) or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) delivered to the Collateral Agent (or its non-fiduciary agent or designee) as Pledged Collateral in the same form as so received (with any necessary or reasonably requested endorsement).

(ii) Upon the occurrence and during the continuance of any Declared Default after one Business Day's prior written notice from the Collateral Agent during the continuance of such Declared Default:

(A) all rights of each Pledgor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5.2(i)(A) shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights until any applicable Declared Default is no longer continuing, at which time all such rights automatically and immediately shall revert to such Pledgor, and in which case the Collateral Agent's rights under this Section 5.2(ii)(A) shall cease to be effective, subject to revesting in the event of a subsequent Declared Default that is continuing and upon one Business Day's prior written notice from the Collateral Agent during the continuance of such subsequent Declared Default; and

(B) all rights of each Pledgor to receive Distributions that it would otherwise be authorized to receive and retain pursuant to Section 5.2(i)(B) without further action shall cease and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to receive and hold as Pledged Collateral such Distributions until any applicable Declared Default is no longer continuing, in which case the Collateral Agent's rights under this Section 5.2(ii)(B) shall immediately and automatically cease to be effective, subject to revesting in the event of a subsequent Declared Default that is continuing and upon one Business Day's prior written notice from the Collateral Agent during the continuance of such subsequent Declared Default; provided that each Pledgor shall be entitled to receive and retain, and to utilize, any and all Distributions to the extent permitted to be made upon the occurrence and during the continuance of a Declared Default in accordance with the provisions of the Credit Agreement or the other Loan Documents. Any and all money and other property actually paid over to or received by the Collateral Agent pursuant to the provisions of this clause (B) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property until it can be applied

pursuant to Section 8.1. After all Declared Defaults have been cured or waived and the Borrower Agent has delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall promptly repay to each Pledgor (without interest) all dividends, interest, principal or other distributions that such Pledgor would otherwise be permitted to retain pursuant to the terms of clause (i)(B) of this Section 5.2 (if any) that remain in such account.

(iii) Each Pledgor shall, at its sole reasonable cost and expense, from time to time execute and deliver to the Collateral Agent appropriate and necessary instruments as the Collateral Agent may reasonably request in order to permit the Collateral Agent to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 5.2(ii)(A) and to receive all Distributions which it may be entitled to receive under Section 5.2(ii)(B).

(iv) All Distributions that are received by any Pledgor contrary to the provisions of Section 5.2(ii)(B) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from the other funds of such Pledgor and shall promptly be paid over to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary or reasonably requested endorsement).

SECTION 5.3 Certain Agreements of Pledgors as Issuers and Holders of Equity Interests.

(a) In the case of each Pledgor that is an issuer of Securities Collateral, to the extent permitted by applicable Requirements of Law, such Pledgor agrees to be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it.

(b) In the case of each Pledgor that is a partner, member or holder of any Equity Interests in a partnership, limited liability company or other entity, such Pledgor hereby consents to the extent required by the applicable Organizational Documents of such Pledgor to the pledge by each other Pledgor, pursuant to the terms hereof, of the Pledged Interests in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of a Declared Default after providing one Business Day's prior written notice to the Pledgors during the continuance of such Declared Default, to the transfer of such Pledged Interests to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, member or holder of Equity Interests in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, a limited partner, member or holder of Equity Interests, as the case may be.

ARTICLE VI

CERTAIN PROVISIONS CONCERNING INTELLECTUAL PROPERTY COLLATERAL

SECTION 6.1 Grant of License. For the purpose of enabling the Collateral Agent to exercise rights and remedies under Article VII hereof at such time as the Collateral Agent is lawfully entitled to exercise such rights and remedies, and for no other purpose, each Pledgor hereby

grants to the Collateral Agent a non-exclusive, royalty-free, worldwide license and sublicense (in each case, exercisable without payment of royalty or other compensation to such Pledgor) to use, sell, copy, distribute, perform, make derivative works, publish, exploit, license and/or sublicense, any Intellectual Property Collateral and rights to Licenses now owned or hereafter acquired by such Pledgor (excluding, for the avoidance of doubt, Excluded Property), wherever the same may be located and including in such license, solely to the extent necessary to exercise such rights and remedies, reasonable access to media in which any of the licensed items may be recorded or stored and to all computer software used for the compilation or printout thereof; provided, however, that (i) nothing in this Section 6.1 shall require any Pledgor to grant any license if it does not have the right to do so or that is prohibited by any rule of law, statute or regulation or that would result in the termination of, or give rise to any right of acceleration or cancellation (in favor of any third party other than Holdings and its Affiliates) under, any contract, license or agreement, (ii) such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards and control in favor of Pledgor with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks, (iii) such licenses to be granted hereunder with respect to Trade Secrets shall be subject to the requirement that the secret status of such Trade Secrets be maintained and that reasonable steps be taken to ensure the same, (iv) such licenses to be granted hereunder with respect to Patents shall be subject to the obligation to maintain the existence and enforceability of such Patents, (v) such licenses to be granted hereunder be subject to the use of reasonable patent, trademark, copyright and proprietary notices, as applicable, and (vi) any sublicenses duly granted by the Collateral Agent under a license grant shall survive in accordance with its terms as direct licenses of the applicable Pledgor in the event of the subsequent cure of any Declared Default that gave rise to the exercise of the Collateral Agent's rights and remedies. The Collateral Agent agrees that it shall only exercise the licenses granted pursuant to this Section 6.1 upon the occurrence and during the continuance of any Declared Default, and that any rights granted under this Section 6.1 will automatically and irrevocably terminate upon termination of the Declared Default.

SECTION 6.2 Intellectual Property Collateral. As of the Closing Date, Schedule 8 hereto sets forth a true and complete list of (A) all issued United States Patents and pending Patent applications owned by each Pledgor; (B) all United States registered Trademarks and Trademark applications owned by each Pledgor; (C) all United States registered Copyrights and Copyright applications owned by each Pledgor and (D) all Exclusive Copyright Licenses; in each of the foregoing clauses (A), (B), (C) and (D) which are included within the Pledged Collateral. To each Pledgor's knowledge, each Pledgor, as applicable, has made or performed all filings, recordings and other acts and has paid all required fees and taxes to maintain and protect its interest, in full force and effect and throughout the world, in each and every material item of such Pledgor's Intellectual Property Collateral, for which such Pledgor has determined, in its reasonable business judgment, to take such action, including recordings of any of its interests in the United States Patents and United States Trademarks with the USPTO, and recordation of any of its interests in the United States Copyrights with the USCO.

SECTION 6.3 Trade Secrets. Each Pledgor (other than any Limited Pledgor) shall take commercially reasonable steps to protect the secrecy of all of its material Trade Secrets, unless such Pledgor determines, in its reasonable business judgment, that the cost of maintaining such

Trade Secrets exceeds its value to such Pledgor or is no longer economically practicable to maintain.

SECTION 6.4 Protection of Collateral Agent's Security. On a continuing basis, each Pledgor (other than any Limited Pledgor) shall, at such Pledgor's sole cost and expense, (i) promptly (and in any event, within 60 days (or, if later, until the date that the Compliance Certificate with respect to the first financial statements required pursuant to Section 5.01(a) or (b) of the Credit Agreement covering the period in which such Pledgor became aware of any of the occurrences in the following clauses (A) - (C) is required to be delivered) or such longer period as may be agreed to in writing (including via e-mail) by the Collateral Agent in its reasonable discretion) following its becoming aware of (A) the institution of any material proceeding or any materially adverse determination in the USPTO and USCO, or in any equivalent intellectual property agency or office in any foreign country, with respect to any material Patent, Trademark or Copyright (excluding any routine office action or other correspondence in connection with the filing or prosecution of Intellectual Property), (B) the institution of any material proceeding or any materially adverse determination in any federal, state, local or foreign court or legal body regarding the validity or enforceability of, or such Pledgor's claim of ownership in or right to use any of, the Intellectual Property Collateral owned by such Pledgor and material to the operation of the business of such Pledgor, or (C) the material infringement, dilution, violation or misappropriation of any material item of the Intellectual Property Collateral owned by such Pledgor by a third party, take such actions as such Pledgor deems reasonable and appropriate under the circumstances and under its reasonable business judgment to protect or enforce such Intellectual Property Collateral including, where reasonable, suing for infringement, violation, dilution or misappropriation and for an injunction against such infringement, violation, dilution or misappropriation, (ii) use commercially reasonable efforts to maintain the validity and enforceability of and protect the Intellectual Property Collateral material to the operation of the business of such Pledgor, (iii) use commercially reasonable efforts to pursue the filing and registration of each material Patent, Trademark or Copyright application, now or hereafter included in such Pledgor's Intellectual Property Collateral that such Pledgor determines, in its reasonable business judgment, should be filed or registered, (iv) use commercially reasonable efforts to not permit to lapse or become abandoned, canceled, forfeited or unenforceable any Intellectual Property Collateral material to the operation of the business of such Pledgor, unless such Pledgor determines, in its reasonable business judgment, that the cost of maintaining such Intellectual Property Collateral exceeds its value to such Pledgor, (v) upon such Pledgor obtaining knowledge thereof, promptly notify the Collateral Agent in writing of any event that may be reasonably expected to materially and adversely affect the value or utility of the Intellectual Property Collateral or any portion thereof (including any event that would indicate that any item of the Intellectual Property Collateral that is material to the operation of the business of such Pledgor may have become abandoned, placed in the public domain (other than the expiration of the statutory term of any item of Intellectual Property Collateral), invalid or unenforceable), if such Intellectual Property Collateral is material to the operation of the business of such Pledgor, (vi) not enter into any settlement, covenant not to sue, or other agreement, or any Order that would materially impair the validity or enforceability of the Intellectual Property Collateral owned by such Pledgor, or materially impair such Pledgor's ownership of the Intellectual Property Collateral owned by such Pledgor, or materially impair the rights of the Collateral Agent in such Intellectual Property Collateral arising hereunder, in each case, to the extent that such Intellectual Property Collateral is material to the operation of the business of

such Pledgor, and (vii) furnish to the Collateral Agent from time to time, upon the Collateral Agent's reasonable written request, reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Collateral Agent may from time to time reasonably request in writing that is necessary to perfect the Collateral Agent's security interest granted under this Agreement in the Intellectual Property Collateral.

SECTION 6.5 After-Acquired Property. If any Pledgor (other than any Limited Pledgor) shall, at any time before the Secured Obligations have been Paid in Full, (i) obtain any rights to any additional Intellectual Property or (ii) become entitled to the benefit of any additional Intellectual Property (including any U.S. intent-to-use trademark or service mark application that ceases to be Excluded Property) or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in clause (i) or (ii) of this sentence with respect to such Pledgor shall automatically constitute Intellectual Property Collateral if such would have constituted Intellectual Property Collateral at the time of execution hereof and as of the Closing Date, and is not Excluded Property and shall be subject to the Lien and security interest created by this Agreement without further action by any party. Each Pledgor (other than any Limited Pledgor) shall promptly at the time of delivery of the financial statements required by Sections 5.01(a) and (b) of the Credit Agreement (or in the case of a new Pledgor, at the time such Pledgor executes and delivers a Joinder Agreement) confirm the attachment of the Lien and security interest created by this Agreement to any rights described in clauses (i) and (ii) of the immediately preceding sentence of this Section 6.5 (but only to the extent such rights relate to United States Patents and pending Patent applications, United States registered Trademarks and Trademark applications, and United States registered Copyrights and Copyright registrations) by execution and delivery to the Collateral Agent of an instrument in form reasonably acceptable to the Collateral Agent and, pursuant to Section 2.2(b) hereof, file such instrument with the USPTO or USCO, as applicable, and otherwise assist the Collateral Agent in the filing of the instruments and documents provided for therein.

SECTION 6.6 Litigation. Unless there shall occur and be continuing any Declared Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions that such Pledgor in its reasonable business judgment deems appropriate to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property Collateral. Upon the occurrence and during the continuance of any Declared Default, to the extent permissible by applicable Requirements of Law, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Pledgor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit after the occurrence and during the continuance of a Declared Default, each Pledgor shall, at the reasonable written request of the Collateral Agent, and at its own reasonable cost and expense, do any and all lawful acts and execute any and all documents reasonably requested by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Collateral Agent for all reasonable costs

and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6.6 in accordance with Section 10.03 of the Credit Agreement. In the event that, upon the occurrence of and during the continuance of any Declared Default, the Collateral Agent elects not to bring such suit to enforce the Intellectual Property Collateral and any license thereunder, each Pledgor agrees, at the reasonable request of the Collateral Agent, and at its own reasonable cost and expense, to take all reasonable actions, whether by suit, proceeding or other action, to prevent the material infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any material Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any such suit, proceeding or other action to prevent such infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to the material Intellectual Property Collateral.

ARTICLE VII

REMEDIES

SECTION 7.1 Remedies. Upon the occurrence and during the continuance of any Declared Default (and, solely with respect to the exercise of remedies concerning any Securities Collateral pursuant to Sections 3.1 and 5.2(ii) hereof, during the continuance of a Declared Default after providing at least one Business Day's prior written notice to the Pledgors during the continuance of such Declared Default), the Collateral Agent may from time to time:

(a) exercise in respect of the Pledged Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it, the following remedies (in each case, solely to the extent concerning Pledged Collateral and not any Excluded Property):

(i) Personally, or by agents or attorneys, immediately take possession of the Pledged Collateral or any part thereof, from any Pledgor or any other person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Pledgor's premises where any of the Pledged Collateral is located, remove such Pledged Collateral, remain present at such premises to receive copies of all communications and remittances relating to the Pledged Collateral and use in connection with such removal and possession any and all services, supplies, aids and other facilities of any Pledgor;

(ii) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Pledged Collateral including instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Pledged Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; provided, however, that in the event that any such payments are made directly to any Pledgor, upon the reasonable written request of the Collateral Agent, such Pledgor shall segregate all amounts received pursuant thereto in trust for the benefit of the Collateral Agent and shall promptly (but in no event later

than 3 Business Days after receipt thereof or such later date as may be agreed to in writing (including via e-mail) by the Collateral Agent in its sole reasonable discretion) pay such amounts to the Collateral Agent;

(iii) In each case, to the extent owned or licensable and permitted pursuant to applicable Requirements of Law, sell, assign, grant a license to use or otherwise liquidate, or direct any Pledgor to sell, assign, grant a license to use or otherwise liquidate any and all investments made in whole or in part with the Pledged Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation with respect to licenses to Trademarks, subject to reasonable quality control provisions in favor of Pledgor in connection with the goods and services offered under any Trademarks sufficient to avoid the risk of cancellation, voiding or invalidation of such Trademarks; and

(iv) Take possession of the Pledged Collateral or any part thereof, by directing any Pledgor in writing to deliver the same to the Collateral Agent at any place or places so designated by the Collateral Agent, in which event such Pledgor shall at its own reasonable expense: (A) promptly cause the same to be moved to the place or places designated by the Collateral Agent, (B) store and keep any Pledged Collateral at such place or places pending further action by the Collateral Agent and (C) while the Pledged Collateral shall be so stored and kept, provide such security and maintenance services as shall be reasonably necessary to protect the same and to preserve and maintain them in good condition. Each Pledgor's obligation to deliver the Pledged Collateral as contemplated in this Section 7.1(a)(iv) is of the essence hereof. Upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by any Pledgor of such obligation;

(b) retain and apply the Distributions to the Secured Obligations as provided in Article VIII hereof;

(c) subject to the limitations and notice requirements set forth in the lead-in paragraph of this Section 7.1, after or upon delivery of any required notice hereunder, as applicable, exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including perfecting assignment of and exercising any and all voting, consensual and other rights and powers with respect to any Pledged Collateral; and

(d) exercise all the rights and remedies of a secured party on default (with no grace or cure period remaining) under the UCC (whether or not the UCC applies to the affected Pledged Collateral), and the Collateral Agent may also in its sole discretion, upon written notice to the Pledgors, sell, assign, transfer or grant a license to use the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may reasonably deem commercially reasonable. The Collateral Agent or any other Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of any or all of the

Pledged Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations owed to such person as a credit on account of the purchase price of any Pledged Collateral payable by such person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by applicable Requirements of Law, all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any Requirement of Law now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor hereby waives, to the fullest extent permitted by applicable Requirements of Law, any claims against the Collateral Agent arising by reason of the fact that the price at which any Pledged Collateral may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, to the extent resulting from such sale having been private rather than public, even if the Collateral Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree. The Collateral Agent may sell the Pledged Collateral without giving any warranties as to the Pledged Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like.

SECTION 7.2 Notice of Sale. Each Pledgor acknowledges and agrees that, to the extent notice of sale or other disposition of the Pledged Collateral or any part thereof shall be required by any applicable Requirements of Law, ten days prior written notice to such Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters unless the Pledged Collateral is of a type customarily sold on a recognized market (in which case no such prior written notice shall be required for a sale in the ordinary course of business). No notification need be given to any Pledgor if it has signed, after the occurrence and during the continuance of a Declared Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

SECTION 7.3 Waiver of Notice, Marshalling.

(a) To the maximum extent permitted by applicable Requirements of Law, and except for notices required by this Agreement, each Pledgor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of Credit Extensions, notice of Pledged Collateral received or delivered or notice of any other action taken in reliance hereon and all other demands and notices of any description.

(b) The Collateral Agent shall not be required to marshal any present or future collateral security (including the Pledged Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the maximum extent permitted by applicable Requirements of Law, each Pledgor hereby agrees that it will not invoke any Legal Requirement relating to the

marshalling of collateral and hereby irrevocably waives the benefits of all such Legal Requirements.

SECTION 7.4 Standards for Exercising Rights and Remedies. To the extent that applicable Requirements of Law impose duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, upon the occurrence and during the continuance of a Declared Default, each Pledgor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Pledged Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Pledged Collateral to be disposed of, or to obtain or, if not required by other applicable Requirements of Law, to fail to obtain consents for Governmental Authorities or third parties for the collection or disposition of Pledged Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other persons obligated on Pledged Collateral or to fail to remove liens or encumbrances on or any adverse claims against Pledged Collateral, (iv) to exercise collection remedies against account debtors and other persons obligated on Pledged Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Pledged Collateral through publications or media of general circulation, whether or not the Pledged Collateral is of a specialized nature, (vi) to contact other persons, whether or not in the same business as any Pledgor, for expressions of interest in acquiring all or any portion of the Pledged Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Pledged Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Pledged Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Pledged Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim or modify disposition warranties, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Pledged Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Pledged Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Pledged Collateral. The Pledgors acknowledge that the purpose of this Section 7.4 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would fulfill the Collateral Agent's duties under the UCC or other Requirements of Law of any relevant jurisdiction in the Collateral Agent's exercise of remedies against the Pledged Collateral and that other actions or omissions by the Collateral Agent shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 7.4. Without limiting the foregoing, nothing contained in this Section 7.4 shall be construed to grant any rights to any Pledgor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 7.4.

SECTION 7.5 Certain Sales of Pledged Collateral.

Each Pledgor recognizes that, by reason of certain prohibitions contained in applicable Requirements of Law, the Collateral Agent may be compelled, with respect to any sale of all or

any part of the Pledged Collateral, to limit purchasers to those who meet the requirements of a Governmental Authority. Each Pledgor acknowledges that any such sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall not be deemed not to have been made in a commercially reasonable manner on account of such sale being private rather than public and that, except as may be required by applicable Requirements of Law, the Collateral Agent shall have no obligation to engage in public sales.

Each Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act, and applicable state or foreign securities laws, the Collateral Agent may be compelled, with respect to any sale or disposition of all or any part of the Securities Collateral and Investment Property, to limit purchasers to persons who will agree, among other things, to acquire such Securities Collateral or Investment Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed not to have been made in a commercially reasonable manner on account of such sale being private rather than public and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral or Investment Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state or foreign securities laws, even if such issuer would agree to do so.

If the Collateral Agent reasonably determines to exercise its right to sell any or all of the Securities Collateral or Investment Property, upon written request at least one Business Day after the occurrence and during the continuance of a Declared Default, the applicable Pledgor shall, and shall cause each issuer of Securities Collateral and Investment Property to be sold hereunder to, from time to time furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature of the interests, securities or other instruments included in the Securities Collateral or Investment Property which may be sold by the Collateral Agent as exempt transactions under the Securities Act and the rules of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

Each Pledgor further agrees that a breach of any of the covenants contained in this Section 7.5 will cause irreparable injury to the Collateral Agent and other Secured Parties, that the Collateral Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 7.5 shall be specifically enforceable against such Pledgor, and such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants (other than the defenses of (i) Payment in Full, (ii) no Declared Default is existing, or (iii) with respect to exercise of remedies concerning Securities Collateral under Sections 3.1 and 5.2(ii) hereof, at least one Business Day's prior written notice after the occurrence and during the continuance of a Declared Default was not provided to the Pledgors).

SECTION 7.6 No Waiver, Cumulative Remedies.

(a) No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. The remedies herein provided are cumulative and are not exclusive of any remedies provided by applicable Requirements of Law, in equity or otherwise.

(b) In the event that the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement or any other Loan Document by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgors, the Collateral Agent and each other Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Collateral Agent and the other Secured Parties shall continue as if no such proceeding had been instituted.

ARTICLE VIII

APPLICATION OF PROCEEDS

SECTION 8.1 Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, in accordance with the terms of the Credit Agreement, subject to the terms of the Closing Date Intercreditor Agreement and any Other Intercreditor Agreement in effect.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Concerning Collateral Agent.

(i) The Collateral Agent has been appointed as collateral agent for the Secured Parties pursuant to the Credit Agreement. The actions of the Collateral Agent hereunder are subject to the provisions of the Credit Agreement and the Closing Date Intercreditor Agreement and any Other Intercreditor Agreement in effect. The Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including the release or substitution of the Pledged Collateral), in accordance with this Agreement and the other Loan Documents. Each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Pledged Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral

Agent for the benefit of the Secured Parties in accordance with the terms of this Agreement. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be liable to any such Secured Party for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Collateral Agent by a successor Collateral Agent in accordance with the provisions of the Credit Agreement, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

(ii) Except for the exercise of reasonable care in the custody of any Pledged Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Pledged Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which the Collateral Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, which shall at a minimum be a reasonable standard of care; provided that neither the Collateral Agent nor any of the other Secured Parties nor any of their respective directors, officers, employees or agents shall have responsibility for (x) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Collateral Agent or any other Secured Party has or is deemed to have knowledge of such matters, (y) failing to demand, collect or realize upon all or any part of the Pledged Collateral or for any delay in doing so or (z) failing to take any necessary steps to preserve rights against any person with respect to any Pledged Collateral.

(iii) If any item of Pledged Collateral also constitutes collateral granted to the Collateral Agent under any other security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other security agreement, pledge or instrument of any type in respect of such collateral, the provisions hereof shall control, unless otherwise agreed to in writing by the Pledgors and the Collateral Agent in such other security agreement, pledge or instrument.

SECTION 9.2 Collateral Agent May Perform; Collateral Agent Appointed Attorney-in-Fact. Upon the occurrence and during the continuance of a Declared Default and written notice by the Collateral Agent to the U.S. Borrowers of its intent to exercise any such rights, if any Pledgor shall have failed to perform any covenants contained in this Agreement prior to such occurrence, the Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Collateral Agent shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which such Pledgor fails to pay or perform as and when required hereby and which such Pledgor does not contest. Any and all amounts so expended by the Collateral Agent shall be paid by the Pledgors in accordance with

the provisions of Section 10.03 of the Credit Agreement. Neither the provisions of this Section 9.2 nor any action taken by the Collateral Agent pursuant to the provisions of this Section 9.2 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of representation or warranty from constituting a Declared Default. Each Pledgor hereby appoints the Collateral Agent as its attorney-in-fact, with full power and authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time solely after the occurrence and during the continuance of a Declared Default after written notice by the Collateral Agent to the U.S. Borrowers, to the extent such Pledgor has failed to take such required actions as set forth in the first sentence of this Section 9.2, in the Collateral Agent's reasonable discretion, to take any action and to execute any instrument consistent with the terms of the Credit Agreement, this Agreement and the other Loan Documents which the Collateral Agent may reasonably deem necessary to accomplish the purposes of this Section 9.2. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable until the Secured Obligations have been Paid in Full. Notwithstanding anything in this Section 9.2 to the contrary, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 9.2 unless (i) a Declared Default has occurred and is continuing, (ii) the Collateral Agent shall have provided the notice required by the first sentence of this Section 9.2, and (iii) the Pledgors have failed to take such required actions as set forth in the first sentence of this Section 9.2. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Pledgor for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct or that of any of their respective Affiliates as determined by a court of competent jurisdiction by final and nonappealable judgment.

SECTION 9.3 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Pledgor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns. Each of the Pledgors agrees that its obligations hereunder and the security interest created hereunder shall continue to be effective or be reinstated, as applicable, if at any time payment, or any part thereof, of all or any part of the Secured Obligations is rescinded or must otherwise be restored by the Secured Parties upon the bankruptcy or reorganization of any Pledgor.

SECTION 9.4 Termination; Release. This Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Lien of this Agreement and the other Loan Documents upon Payment in Full of the Secured Obligations. Upon (i) termination hereof in accordance with the terms of the Credit Agreement, (ii) with respect to any Pledged Collateral owned by a Pledgor, the release of such Pledgor from its obligations under the Guarantee pursuant to Section 7.09 of the Credit Agreement, (iii) any Pledged Collateral subject to the security interest granted hereby becoming Excluded Property or (iv) any Asset Sale or other disposition of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale or other disposition to another Pledgor), in each case, the security interests granted hereby in such Pledged Collateral shall automatically and immediately be released and all rights to the Pledged Collateral shall automatically and

immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Requirements of Law (subject to the provisos to Section 9.10(a)(v) of the Credit Agreement). Upon termination hereof, any Asset Sale, disposition or release of Pledged Collateral, or any Pledged Collateral becoming Excluded Property, in each case in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its security interest in the Pledged Collateral, such of the Pledged Collateral to be released as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging or evidencing the termination hereof and/or the release of such Pledged Collateral, as the case may be. Upon the granting of a security interest in any Pledged Collateral to another Person by a Pledgor pursuant to Section 6.02(k) of the Credit Agreement, the Collateral Agent agrees at the request of the Borrower Agent (and at its sole expense) to release or subordinate, if applicable, its Liens on such Pledged Collateral to the extent such Pledged Collateral is or becomes become Excluded Property in connection therewith.

SECTION 9.5 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless in writing and signed by the Collateral Agent and the Pledgors. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Pledgor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

SECTION 9.6 Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to any Pledgor, addressed to it at the address of the Borrower Agent set forth in the Credit Agreement and as to the Collateral Agent, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 9.6 and Section 10.01 of the Credit Agreement.

SECTION 9.7 Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 9.8 Severability of Provisions. Any provision hereof held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability

of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.9 Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be construed as a separate agreement with respect to each Pledgor and may be amended, modified, supplemented, waived or released with respect to any Pledgor without the approval of any other Pledgor and without affecting the obligations of any other Pledgor hereunder.

SECTION 9.10 Business Days. In the event any time period or any date provided in this Agreement ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 9.11 OREGON STATUTORY NOTICE. Finastra USA Corporation, an Oregon corporation, acknowledges receipt of the following notice:

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDERS CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWERS' RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDERS TO BE ENFORCEABLE.

SECTION 9.12 No Release. Except as set forth in Section 9.4 herein, nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any person under or in respect of any of the Pledged Collateral or shall impose any obligation on the Collateral Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on the Collateral Agent or any other Secured Party for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement, the Credit Agreement, the other Loan Documents, or under or in respect of the Pledged Collateral or made in connection herewith or therewith.


SECTION 9.13 Credit Agreement and Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Credit Agreement and the Closing Date Intercreditor Agreement (and any Other Intercreditor Agreement in effect). In the event of any

conflict between the terms of the Credit Agreement or the Closing Date Intercreditor Agreement (or any Other Intercreditor Agreement in effect), as applicable, and the terms of this Agreement, the terms of the Credit Agreement or the Closing Date Intercreditor Agreement (or such Other Intercreditor Agreement), as applicable, shall govern and control.

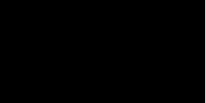
[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Pledgors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

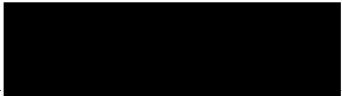
FINASTRA UK LIMITED,
as Limited Pledgor

By: 
Name: Paul Kim
Title: Director


FINASTRA USA, INC.,
a Delaware corporation,
as Pledgor

By: 
Name: Paul Kim
Title: Treasurer

BSERV INVESTMENTS, INC.,
a Delaware corporation
D+H USA HOLDINGS, LLC,
a Delaware limited liability company
FINASTRA FINANCIAL TECHNOLOGY
CORPORATION,
a Delaware corporation
FUNDTECH INVESTMENTS II, INC.,
a Delaware corporation
US FT HOLDCO, INC.,
a Delaware corporation
US FT PARENT, INC.,
a Delaware corporation
FINASTRA MERCHANT SERVICES, INC.,
a Nevada corporation
FINASTRA TECHNOLOGY, INC.,
a New York corporation
FINASTRA USA CORPORATION,
an Oregon corporation
HALLEY USCO, LLC,
a Delaware limited liability company,
each as Pledgor

By: 
Name: Cynthia M. Anasson
Title: Secretary

D+H INVESTMENTS S.À R.L.,
a company organized under the laws of Luxembourg,
as Limited Pledgor

By: 
Name: Gunther Kaiser
Title: Manager

[Signature Page to Security Agreement]

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Jon ten Oever
Title: Authorized Signatory

SCHEDULES TO SECURITY AGREEMENT

Schedule 1	Jurisdictions of Organization
Schedule 2	Pledged Securities
Schedule 3	Commercial Tort Claims
Schedule 4	Identifying Information
Schedule 5	Pledgor Information
Schedule 6	Current Locations
Schedule 7	Extraordinary Transactions
Schedule 8	Intellectual Property
Schedule 9	Instruments and Intercompany Notes

Schedule 1

Jurisdictions of Organization

No.:	Name of Pledgor	Jurisdiction of Organization/Formation
1.	Finastra USA, Inc.	DE
2.	Finastra Technology, Inc.	NY
3.	D+H USA Holdings, LLC	DE
4.	Finastra USA Corporation	OR
5.	Fundtech Investments II, Inc.	DE
6.	US FT Parent, Inc.	DE
7.	US FT Holdco, Inc.	DE
8.	Finastra Financial Technology Corporation	DE
9.	BServ Investments, Inc.	DE
10.	Finastra Merchant Services, Inc.	NV
11.	Halley USCo, LLC	DE
12.	Finastra UK Limited	England & Wales
13.	D+H Investments S.à r.l.	Luxembourg

Schedule 2**PLEDGED SECURITIES**

Issuer	Pledgor	Certificate Number	Number and Type of Equity Interests Owned	Percent Pledged
Finastra USA, Inc. (f/k/a Almonde, Inc.)	Finastra UK Limited (f/k/a Kapiti Limited)	C-3	509 common shares	91.3%
		C-9	4,654 common shares	
Finastra USA, Inc. (f/k/a Almonde, Inc.)	D+H Investments S.à r.l.	C-2	492 common shares	8.7%
D+H USA Holdings, LLC	Finastra USA, Inc.	N/A	Membership Interests	100%
Finastra Technology, Inc. (f/k/a Misys International Banking Systems, Inc.)	Finastra USA, Inc. (f/k/a Almonde, Inc.)	C-1	437 common shares	100%
Halley USCo, LLC	Finastra Technology, Inc.	N/A	Membership Interests	100%
Finastra USA Corporation (f/k/a D+H USA Corporation)	D+H USA Holdings, LLC	7	201 common shares	100%
Fundtech Investments II, Inc.	Finastra USA Corporation (f/k/a D+H USA Corporation)	1	101 common shares	100%
US FT Parent, Inc.	Fundtech Investments II, Inc.	C-4	1,000 common shares	100%

Issuer	Pledgor	Certificate Number	Number and Type of Equity Interests Owned	Percent Pledged
US FT Holdco, Inc.	US FT Parent, Inc.	C-1	1,000 common shares	100%
Finastra Financial Technology Corporation (f/k/a Fundtech Corporation)	US FT Holdco, Inc.	2	100 common shares	100%
		P-1	1 preferred share	
BServ Investments, Inc.	US FT Holdco, Inc.	C-3	1,000 common shares	100%
Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)	BServ Investments, Inc.	B-150	5,165,308 common shares	100%
		P-1	1 preferred share	
D+H Investments S.à r.l.	US FT Holdco, Inc.	N/A	20,002 ordinary shares	65%

Schedule 3
Commercial Tort Claims

None.

Schedule 4**Identifying Information**

Pledgor	Type of Organization	Jurisdiction	Organization Number	Federal Taxpayer Identification Number
Finastra USA, Inc.	Corporation	Delaware	2979924	23-2985456
Finastra Technology, Inc.	Corporation	New York	1575979	13-3634694
D+H USA Holdings, LLC	Limited Liability Company	Delaware	3413343	59-3760087
Finastra USA Corporation	Corporation	Oregon	127019-18	93-0704365
Fundtech Investments II, Inc.	Corporation	Delaware	5024967	45-4353642
US FT Parent, Inc.	Corporation	Delaware	5024657	45-3646628
US FT Holdco, Inc.	Corporation	Delaware	5024658	45-3646709
Finastra Financial Technology Corporation	Corporation	Delaware	2346721	13-3755708
BServ Investments, Inc.	Corporation	Delaware	5012169	45-2922896
Finastra Merchant Services, Inc.	Corporation	Nevada	19991155133	91-1925808
Halley USCo, LLC	Limited Liability Company	Delaware	6282529	204324893
D+H Investments S.à r.l.	Société à responsabilité limitée	Luxembourg	B201361	N/A
Finastra UK Limited	Private limited liability company	United Kingdom	01841697	N/A

Schedule 5**Pledgor Information**

Current Name	Former Legal Names and Trade Names	Historical Information
Finastra USA, Inc.	Finastra Delaware, Inc.	On October 20, 2020, a Certificate of Amendment was filed to change the name from “Finastra Delaware, Inc.” to “Finastra USA, Inc.”
Finastra Technology, Inc.	N/A	N/A
D+H USA Holdings, LLC	N/A	N/A
Finastra USA Corporation	Finastra Software, Inc.	On April 6, 2020, an Articles of Merger was filed for the merger of Finastra USA Corporation and Finastra Software, Inc. with Finastra USA Corporation as the surviving entity.
Fundtech Investments II, Inc.	N/A	N/A
US FT Parent, Inc.	N/A	N/A
US FT Holdco, Inc.	N/A	N/A
Finastra Financial Technology Corporation	N/A	N/A
BServ Investments, Inc.	N/A	N/A
Finastra Merchant Services, Inc.	N/A	N/A
Halley USCo, LLC	N/A	N/A
D+H Investments S.à r.l.	N/A	N/A
Finastra UK Limited	N/A	N/A

Schedule 6

Current Locations

Loan Party	Chief Executive Office
Finastra USA, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
Finastra Technology, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
D+H USA Holdings, LLC	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
Finastra USA Corporation	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
Fundtech Investments II, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
US FT Parent, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
US FT Holdco, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
Finastra Financial Technology Corporation	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
BServ Investments, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
Finastra Merchant Services, Inc.	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
Halley USCo, LLC	744 Primera Boulevard, Suite 2000, Lake Mary FL 32746, United States
D+H Investments S.à r.l.	53 Boulevard Royal, Luxembourg L-2449
Finastra UK Limited	Four Kingdom Street, Paddington, London, United Kingdom, W2 6BD

Schedule 7

Extraordinary Transactions

None.

Schedule 8

Intellectual Property

U.S. Patents and Patent Applications

Title	Application Number	Patent / Publication Number	Application Filing Date	Grant / Publication Date	Status	Current Owner of Record
PORTION OF A DISPLAY PANEL WITH AN ANIMATED COMPUTER ICON	29449877	D713412	03/15/2013	09/16/2014	Issued	Finastra USA Corporation
PORTION OF A DISPLAY PANEL WITH A COMPUTER ICON	29449865	D713411	03/15/2013	09/16/2014	Issued	Finastra USA Corporation
PORTION OF A DISPLAY PANEL WITH AN ANIMATED COMPUTER ICON	29449841	D709914	03/15/2013	07/29/2014	Issued	Finastra USA Corporation

U.S. Trademark Registrations and Trademark Applications

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)

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
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)
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.

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
NETDEPOSIT	76476430	2812484	12/18/2002	02/10/2004	Registered	Finastra Merchant Services, Inc.
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
MMALAUZAI	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
ULTRADATA	74513202	1913092	04/14/1994	08/22/1995	Registered	Finastra USA Corporation

Trademark	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
	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.)

U.S. Copyright Registrations and Applications

Title	Registration Number	Registration Date	Current Owner of Record
BankServ enterprise ACH front-end system.	TX0005488924	03/29/2002	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
BankServ enterprise ACH new back-end system.	TX0005488926	03/29/2002	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
BankServ enterprise ACH old back-end system.	TX0005488925	03/29/2002	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Bulk data transfer, release 1 / author, Oren Rosen.	TXu001004206	05/24/2001	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Decision gateway	TX0005876715	11/19/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Decision gateway -- route manager release 1.5 : installation guide	TX0006018311	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Decision gateway: release 1.5: installation and systems administration guide	TX0006095477	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Deposit review	TX0005877111	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)

Title	Registration Number	Registration Date	Current Owner of Record
Deposit review client : release 3.9 : deposit reviewer user's guide	TX0005990901	11/19/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Deposit review client release 3.9: administration guide	TX0005979859	11/25/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Distributed print server	TX0005869385	11/28/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Distributed print server, release 1.4 installation and administration guide	TX0005877110	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Exchange Staging Server	TX0005979858	11/25/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
File assembler release 1.0 installation and system administration guide	TX0005875891	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetCapture business client user guide release 5.1	TX0006556523	03/27/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetCapture business web client gateway system manual release 5.1	TX0006556513	03/27/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)

Title	Registration Number	Registration Date	Current Owner of Record
NetCapture business web client user guide release 1	TX0006556524	03/27/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetCapture platfrom system manual release 5.1	TX0006556527	03/27/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetCapture portal user guide release 5.1	TX0006556525	03/27/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetCpature 5.1 (Supplement to: TX0006581256)	TX0006630769	09/17/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetCpature 5.1 (Supplemented by: TX0006630769)	TX0006581256	03/27/2007	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit administrative web tool : release 1.5 : user guide.	TX0006015781	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit administrative web tool: release 1.5: installation guide	TX0006052020	09/16/2004	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit administrative web tool: release 1.5: installation guide	TX0006052021	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)

Title	Registration Number	Registration Date	Current Owner of Record
NetDeposit administrative web tool: release 1.5: system administration guide	TX0006015783	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit decision gateway -- NetSettlement: release 1.2: user guide	TX0006052024	09/16/2004	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit decision Gateway--route manager : release 1.5 : user guide.	TX0006015780	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit deposit review client : release 3.9 : supervisor user's guide.	TX0006052022	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit deposit review client: release 3.9: supervisor user's guide.	TX0006052023	09/16/2004	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit extract staging server: release 1.2: installation and system administration guide.	TX0006052025	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit extract staging server: release 1.2: installation and system administration guide.	TX0006052026	09/16/2004	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit gateway -- NetSettlement: release 1.2: user guide	TX0006052027	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)

Title	Registration Number	Registration Date	Current Owner of Record
NetDeposit return procedures with CheckXception (Lexign software) : intended for Western Payment Alliance pilot participants.	TX0006015782	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit.	TXu001043194	06/27/2002	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetDeposit: distributed print server: release 1.4: user guide.	TX0005893540	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
NetSettlement.	TX0005893197	11/28/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Remote client : release 3.9 : user's guide.	TX0006016341	11/19/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Remote client release 3.9 administration guide.	TX0006016064	11/19/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Remote client v3.9 quick reference card.	TX0005877247	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Remote client.	TX0005877109	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)

Title	Registration Number	Registration Date	Current Owner of Record
Remote staging server.	TX0005903053	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Remote staging server: release 3.9: administration guide.	TX0005979983	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Return procedures without checkXception (Lexign software)	TX0006016342	11/19/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
Returns.	TX0005877108	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
ACH server file detector release 1.5 : installation and systems administration guide	TX0006018310	11/21/2003	Finastra Merchant Services, Inc. (f/k/a BServ, Inc.)
[Laser pro lending 5.23.10.001]	TX0005895798	12/02/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
[No title on deposit copy.]	TX0007335096	11/01/2010	Finastra USA Corporation (f/k/a D+H USA Corporation)
[Sales pro, version 1.65.00.02] / author, Dan Larlee, Dan Poling.	TX0005915464	02/11/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
1.61.00.	TX0005477381	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
2.31.	TX0005477378	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
5.18.00	TX0005477380	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
5.19.00	TX0005477379	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
5.51.00.	TX0005477370	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
5.52.00.	TX0005477371	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
8.08.51.00.	TX0005477374	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
8.08.52.	TX0005477375	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
8.14.00.	TX0005477376	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
8.15.00.	TX0005477377	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
8.51.00.	TX0005477373	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
8.52.00.	TX0005477372	02/21/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
Account Number Generator	TXu000843245	03/02/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
ACTIVE:Suite	TX0005349497	10/23/2000	Finastra USA Corporation (f/k/a D+H USA Corporation)
AppCenter 2.10.	TX0007134726	10/14/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
AppCenter 2.15.	TX0007331154	10/21/2010	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
AppCenter 2.19.	TX0007530517	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
AppCenter 2.6.	TX0007265628	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
Automated Lending API 12.4.10.3.	TX0007716451	04/02/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
Automated Lending API 13.1.0.	TX0008014698	12/31/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
Automated Lending API 4.0.460.3.	TX0007232946	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
Automated Lending API 4.0.520.3.	TX0007140056	10/23/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
Automated Lending API 4.0.660.6.	TX0007394294	02/18/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Automated Lending API 4.0.750.3.	TX0007691626	03/04/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Bank Check	TXu000842400	03/02/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
Bankserv : v6.10, April 1999 : (also sold as CuServ Plus : v6.10, April 1999.	TX0004935015	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Bay banks unix Flextran * 5068.	TXu000303681	11/20/1987	Finastra USA Corporation (f/k/a D+H USA Corporation)
C++ code for calculation engine : LP lending version 5.05.	TX0004816110	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
C++ code for calculation engine for laser pro lending, version 5.10.	TX0005031812	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Cavion Internet Banking 3.5.	TX0007337355	11/10/2010	Finastra USA Corporation (f/k/a D+H USA Corporation)
CFI Laser Pro	TX0002987440	12/28/1990	Finastra USA Corporation (f/k/a D+H USA Corporation)
CFI Laser Pro	TX0003402938	09/21/1992	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
CheckPro	TXu000829023	12/01/1997	Finastra USA Corporation (f/k/a D+H USA Corporation)
Coreline	TX0002987441	12/28/1990	Finastra USA Corporation (f/k/a D+H USA Corporation)
Coreline	TX0003402939	09/21/1992	Finastra USA Corporation (f/k/a D+H USA Corporation)
Coreline 3.23	TX0004636594	09/09/1997	Finastra USA Corporation (f/k/a D+H USA Corporation)
Coreline v. 1.70	TX0003215719	10/04/1991	Finastra USA Corporation (f/k/a D+H USA Corporation)
Creditline : version 3.25 (update)	TX0004777943	06/18/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
CuServ : version 5.33.	TX0004935016	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
CuServ credit union software	TXu000373109	05/17/1989	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
CuServ manual.	TXu000373173	05/17/1989	Finastra USA Corporation (f/k/a D+H USA Corporation)
DecisionPro 2013 13.1.	TX0007969470	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
DecisionPro 2014 14.1.0 .	TX0007969429	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
DecisionPro 4.3 SP5.	TX0007691623	03/04/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
DecisionPro 4.3.	TX0007378290	03/17/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
DecisionPro 4.4 SP2.	TX0007717144	04/02/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro	TXu000601979	10/04/1993	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro (version 8.10) for Windows.	TX0005118019	01/19/2000	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Deposit Pro : 8.58.00.003.	TX0006085074	12/13/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro : version 8.04e for Windows.	TX0004935017	07/28/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit pro : version 8.55.00.	TX0005787927	07/14/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit pro : version 8.66.00.004.	TX0006445548	10/18/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro 8.56.00	TX0005904035	11/18/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit pro 8.56.00.002.	TX0005895800	12/02/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit pro 8.57.00.	TX0005962950	04/30/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro 8.61.00/004.	TX0006242215	09/28/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Deposit Pro 8.71.00.004.	TX0006898845	11/05/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro 8.75.00.004.	TX0007262484	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro 8.87.00.	TX0007375222	03/08/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Deposit Pro, version 8.53.00.	TX0005578359	08/05/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
DepositPro 12.4.10.	TX0007717133	04/02/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
DepositPro 2013 13.1.	TX0007969461	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
DepositPro 2014 14.1.0.	TX0007969458	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
DepositPro 8.79.00.003.	TX0007135132	10/14/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
DepositPro 8.92.00.	TX0007530486	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
DocSmart : version 2.3.1.	TX0004935018	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
E3 2013 13.1.0 .	TX0007969474	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
E3 v3.1.1.	TX0007719635	04/04/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore 6.0.	TX0007379959	03/21/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore 6.4.	TX0007398811	05/18/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! (DOS/UNIX) version 1.	TX0005072427	06/02/2000	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! Desktop.	TX0004935019	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Encore! DP forms (16 bit) : version 8.04C.11a.	TX0004935024	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! DP forms (32 bit) : version 8.09.01.05a.	TX0004935025	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! One-to-One : version 5.1.3.	TX0004935021	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! platform (update) : version 5.x.	TX0004816112	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! platform : version 1.x.	TX0004818883	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! Platform : version 2.3.2.	TX0004935020	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! Teller (16 bit) : version 2.3.2.	TX0004935022	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Encore! Teller (16 bit) : version 2.3.2.	TX0004935023	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
EZ Consumption meter: computer program	TX0003991643	01/30/1995	Finastra USA Corporation (f/k/a D+H USA Corporation)
EZ Weigh feed batching systems	TX0003235721	01/13/1992	Finastra USA Corporation (f/k/a D+H USA Corporation)
EZData: Computer program	TX0003996213	03/10/1995	Finastra USA Corporation (f/k/a D+H USA Corporation)
FBCA *TMX	TXu000303680	11/20/1987	Finastra USA Corporation (f/k/a D+H USA Corporation)
FBCA *Unix	TXu000327985	11/25/1987	Finastra USA Corporation (f/k/a D+H USA Corporation)
Financial center : v. 1.7.	TX0006392719	12/09/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
FLEXTRAN * 5068 Baybanks TMX	TXu000329901	11/23/1987	Finastra USA Corporation (f/k/a D+H USA Corporation)
FLEXTRAN *5068 FOCIS Router	TXu000329831	11/25/1987	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
FLEXTRAN GEN	TXu000305061	11/23/1987	Finastra USA Corporation (f/k/a D+H USA Corporation)
FSP-ALPS 14.1 LoanDet.exe (LoanDet.frm)	TX0004935028	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
FSP-collections 14.1 WorkCard.exe (WorkCard.frm)	TX0004935029	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
FSP-Front Office MBRSUMRY.exe (FRMMBOVR.frm)	TX0004935030	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup : version 8.08.	TX0004935031	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
General system setup : version 8.20.00.	TX0005962949	04/30/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
General system setup : version 8.21.00.003.	TX0006085071	12/13/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup : version 8.24.00.004.	TX0006248115	09/28/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
General system setup : version 8.29.00.004.	TX0006445546	10/10/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup 2013 13.1.0.	TX0007969407	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup 2014 14.1.0.	TX0007969467	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup 8.34.00.004.	TX0006898837	11/05/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup 8.38.00.004.	TX0007232944	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup 8.42.00.003.	TX0007135137	10/14/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
General System Setup 8.55.00.	TX0007530492	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
General systems setup : version 8.04.00.	TX0004816111	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
General systems setup : version 8.16.00.	TX0005787926	07/14/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
General systems setup : version 8.19.00.	TX0005835804	11/18/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
General systems setup : version 8.19.00.002.	TX0005895799	12/02/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
General Systems Setup 12.4.10.	TX0007719603	04/04/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
General Systems Setup 8.50.00.	TX0007375316	03/08/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
General systems setup, version 8.16.00.	TX0005578360	08/05/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
Geo pro 2004 : 2.2.	TX0006111369	01/12/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
Geo Pro 2005.2.2.	TX0006297296	12/21/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Geo pro.	TX0005599743	05/17/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
GeoCoding Service 12.3.0.	TX0007743024	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
GeoPro 12.3.0.	TX0007731932	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
GeoPro 13.1.	TX0008014420	12/31/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
GeoPro 2006.2.2.	TX0006490892	12/22/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
GeoPro 2008.2.2.	TX0007231700	11/25/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
GeoPro 2009.1.2.	TX0007136359	10/06/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
GreatDocs Commander 1.0.0.42.	TX0007420084	07/15/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
GreatDocs Commander 2013 13.1.0.	TX0008094573	04/07/2015	Finastra USA Corporation (f/k/a D+H USA Corporation)
GreatDocs Commander 3.3.30.	TX0007538911	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
GreatDocs Commander 3.3.32.	TX0007731905	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
GreatDocs Server 3.3.32.	TX0007731900	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ loan servicing : 6.5.	TX0006294591	12/21/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
Interlinq Loan Servicing 6.0.	TX0006070276	10/15/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ Loan Servicing 6.10.	TX0007078839	02/26/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ loan servicing 6.3.	TXu001208110	06/01/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
INTERLINQ loan servicing 6.4.	TX0006243570	10/12/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ loan servicing 6.6.	TX0006398489	06/02/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ loan servicing 6.7.	TX0006454722	11/07/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
Interlinq loan servicing 6.8.	TX0006509321	02/16/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ Loan Servicing 6.9.	TX0006898793	11/05/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
INTERLINQ Loan Servicing 7.1.	TX0007232938	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
Interlinq Loan Servicing 7.4.0.16.	TX0007144768	05/25/2010	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro	TX0003160930	10/04/1991	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Laser Pro Application Manager : release 2.0.	TX0004935033	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro Application, v. 4.02	TX0003423209	09/28/1992	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro closing 3.23.	TX0004636593	09/09/1997	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro lending (calculation engine) : version no. 5.19.40.	TX0005577862	07/12/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro lending : 5.25.00.003.	TX0006085072	12/13/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser pro lending : version 5.05.00.	TX0004816113	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro Lending : version 5.10.	TX0004935032	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser pro lending : version 5.22.00.	TX0005787925	07/14/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Laser pro lending : version 5.33.00.004.	TX0006445547	10/10/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser pro lending 5.23.00.	TX0005835801	11/18/2003	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser pro lending 5.24.00.	TX0005962948	04/30/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro Lending 5.28.00.004.	TX0006248114	09/28/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro Lending 5.38.10.001.	TX0006898791	11/05/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro Lending 5.42.00.004.	TX0007232941	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro Lending 5.50.00.	TX0007375232	03/08/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laser Pro lending version 5.20.00.	TX0005578361	08/05/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
LaserPro Application : version 5.01.	TX0004935036	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
LaserPro Lending 12.4.10.	TX0007731937	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
LaserPro Lending 2013 13.1.0 .	TX0007969380	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
LaserPro Lending 2014 14.1.0	TX0007969662	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
LaserPro Lending 5.46.00.003.	TX0007135141	10/14/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
LaserPro Lending 5.59.00.	TX0007530489	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
Laserpro Mortgage 2.0.8.7g.	TX0004935034	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
LaserPro Mortgage Contact Manager : version 2.0.8.7g.	TX0004935035	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
LaserPro/coreline/SBA 3.27.	TX0004916886	07/15/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Lasesr pro closing version 3.25.	TX0004804339	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
Lending Calculation Engine	TX0004636592	09/09/1997	Finastra USA Corporation (f/k/a D+H USA Corporation)
Lending calculation engine : version 2.20.	TX0005118018	01/19/2000	Finastra USA Corporation (f/k/a D+H USA Corporation)
Loan calc II v.7.3d.	TX0005291945	05/09/2001	Finastra USA Corporation (f/k/a D+H USA Corporation)
Loan Wizard : version 2.00.	TX0004935037	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
LoanCalc II v.7.3+.	TX0005318045	06/13/2001	Finastra USA Corporation (f/k/a D+H USA Corporation)
Modern banking systems	TXu000370465	05/17/1989	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
MortgagebotPOS 10.01	TX0008006488	12/18/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
MortgageWare Entre 5.0	TX0005261154	04/13/2001	Finastra USA Corporation (f/k/a D+H USA Corporation)
OpenPath 13.1.10.	TX0008014684	12/31/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
OpenPath 2.3.0.	TX0007530499	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
OpenPath 3.0.20.	TX0007731919	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
OptiServ : version 2.30.	TX0004935041	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
PB Server : version 5.3.	TX0004935042	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
PCS Promotion Guide	TXu000920711	09/23/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
PFCS/TIS.	TX0003651226	10/04/1993	Finastra USA Corporation (f/k/a D+H USA Corporation)
PhoenixEFE - Release 2009.	TX0007262409	05/26/2010	Finastra USA Corporation (f/k/a D+H USA Corporation)
PhoenixEFE - Release 2015	TX0008300493	07/26/2016	Finastra USA Corporation (f/k/a D+H USA Corporation)
PhoenixEFE - Release 2016	TX0008298174	07/26/2016	Finastra USA Corporation (f/k/a D+H USA Corporation)
PhoenixEFE 2013.	TX0008038581	02/04/2015	Finastra USA Corporation (f/k/a D+H USA Corporation)
ProActive : version 4.02.	TX0004935043	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Prolinq source code.	TXu001356066	05/15/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
Risk Director 3.0.	TX0008033287	01/29/2015	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
Sales Pro : version 1.67.00.02.	TX0006085073	12/13/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
Sales pro : version 1.69.00.02.	TX0006244784	09/28/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
Sales Pro 1.75.00.01.	TX0006898761	11/05/2007	Finastra USA Corporation (f/k/a D+H USA Corporation)
Sales Pro 1.78.00.01.	TX0007232943	10/03/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
Sales pro version 1.66.00.	TX0005962947	04/30/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
Sales pro version 1.73.00.01.	TX0006445183	10/10/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
SalesPro 1.81.00.03.	TX0007135127	10/14/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA lending solution : v. 1.14.04.	TX0006354605	03/15/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
SBA Lending Solution 1.20.00.001.	TX0007231711	11/25/2008	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA Lending Solution 1.21.10.002.	TX0007135138	10/14/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA Lending Solution 1.22.10.	TX0007378312	03/17/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA Lending Solution 1.23.00.	TX0007530495	04/12/2012	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA lending solution v. 1.12.02.	TX0006303637	12/21/2005	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA lending solution v. 1.15.15.	TX0006405506	06/01/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA lending solution v. 1.16.00.	TX0006454538	10/20/2006	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA Lending Solution1.24.00.	TX0007731916	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
SBA Lending Solutions 2013 13.2.0 .	TX0007969393	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
SBA Lending Solutions 2014 14.1.0.	TX0007969438	10/04/2014	Finastra USA Corporation (f/k/a D+H USA Corporation)
Servicing Director 2013 13.1.0 .	TX0008065950	01/05/2015	Finastra USA Corporation (f/k/a D+H USA Corporation)
Servicing Director 7.7.	TX0007378315	03/17/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Servicing Director 8.2 SP1.	TX0007731911	04/26/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
Shared Branch I : version 14.0.	TX0004935044	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Shared Branch II : version 14.0.	TX0004935045	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
SMarT : version 4.3.	TX0004935046	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
SMARTOrigination : v.2.9.6.20.	TX0006064061	10/13/2004	Finastra USA Corporation (f/k/a D+H USA Corporation)
SMARTOrigination version 2.9.2.04.	TX0005597142	07/25/2002	Finastra USA Corporation (f/k/a D+H USA Corporation)
SPARAK System.	TX0007330681	10/18/2010	Finastra USA Corporation (f/k/a D+H USA Corporation)
Stargate CICS Server Gate	TX0004656399	05/18/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
Stargate Data star Driver	TX0004666309	05/29/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
StarGate data star driver.	TX0004666310	05/29/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
TeleServ : version 3.52 : Telephony source code.	TX0004935047	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
TeleServ : version 3.52 : TimeServ : version 3.52 : user interface source code.	TX0004935048	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
TimeServ : version 3.52 : telephony source code.	TX0004935049	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Touche Analyzer 6.5.	TX0007400952	04/26/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)
Truth in Lending Act : regulation Z (12 CFR 226)	TX0005108843	12/03/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Ultra-Access Bill Payment : version 14.1.	TX0004935050	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Ultra-Access Browser Banking : version 14.1.	TX0004935051	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
ULTRAFIS : version 14.1.	TX0004935053	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Ultra-Voice : version 14.1.	TX0004935052	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
uOpen & uFund - Release 5.0.	TX0007419734	07/14/2011	Finastra USA Corporation (f/k/a D+H USA Corporation)

Title	Registration Number	Registration Date	Current Owner of Record
[General systems set up, version 8.02.00.01]	TX0004793041	06/23/1998	Finastra USA Corporation (f/k/a D+H USA Corporation)
fisCAL.	TX0002207518	12/02/1982	Finastra USA Corporation (f/k/a D+H USA Corporation)
Fiscal Online : version 7.2.	TX0004935026	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Fiscal : version 6.17.	TX0004935027	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
WebPB/Personal Branch : version 2.5a.	TX0004935054	07/19/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
Web PB. By CFI ProServices, Inc.	TX0004964498	08/10/1999	Finastra USA Corporation (f/k/a D+H USA Corporation)
CreditQuest.	TX0007071361	05/12/2009	Finastra USA Corporation (f/k/a D+H USA Corporation)
CreditQuest 5.8.1.3.	TX0007717120	04/02/2013	Finastra USA Corporation (f/k/a D+H USA Corporation)
ACCESS server suite.	TXu001267448	01/25/2006	Finastra Financial Technology Corporation

Title	Registration Number	Registration Date	Current Owner of Record
			(f/k/a Fundtech Corporation)
webACCESS suite.	TXu001267449	01/25/2006	Finastra Financial Technology Corporation (f/k/a Fundtech Corporation)
Almonde 4.	TXu001073030	11/05/2002	Finastra USA, Inc. (f/k/a Almonde, Inc.)
Almonde FTP 2.1.	TXu001073031	11/05/2002	Finastra USA, Inc. (f/k/a Almonde, Inc.)
Almonde ALM 2.1.	TXu001111141	08/22/2003	Finastra USA, Inc. (f/k/a Almonde, Inc.)
Almonde 4.	TXu001073030	11/05/2002	Finastra USA, Inc. (f/k/a Almonde, Inc.)

Schedule 9

Instruments and Intercompany Notes

1. Global Intercompany Promissory Note by and among the US Borrower and the other parties party thereto.

[Form of]

SECURITIES PLEDGE AMENDMENT

This Securities Pledge Amendment, dated as of _____, _____ (the “**Securities Pledge Amendment**”), is delivered pursuant to Section 5.1 of that certain Security Agreement, dated as of [___], 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), made by Finastra USA, Inc., a Delaware corporation (the “**Initial U.S. Borrower**”), the other Pledgors and Limited Pledgors from time to time party thereto and Blue Owl Capital Corporation, as collateral agent (in such capacity and together with any successors and permitted assigns in such capacity, the “**Collateral Agent**”). The undersigned hereby agrees that this Securities Pledge Amendment may be attached to the Security Agreement and that the Pledged Securities listed on Annex A to this Securities Pledge Amendment shall be deemed to be and shall become part of the Pledged Collateral and shall secure all Secured Obligations.

[_____] ,
as a [[Pledgor]][Limited Pledgor]]

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

ANNEX A

PLEDGED SECURITIES

<u>ISSUER</u>	<u>CLASS OF STOCK OR INTERESTS</u>	<u>PAR VALUE</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES OR INTERESTS</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
---------------	--	----------------------	-------------------------------	--	---

[Form of]

JOINDER AGREEMENT¹

[Name of New Pledgor]
[Address of New Pledgor]

[Date]

Blue Owl Capital Corporation,
as Administrative Agent
for the Lenders referred to below

Telephone: []

Facsimile: []

Email: []

Attention: []

Ladies and Gentlemen:

Reference is made to that certain Security Agreement, dated as of [], 2023 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), entered into by Finastra USA, Inc., a Delaware corporation (the “**Initial U.S. Borrower**”), as a Pledgor, the other Pledgors and Limited Pledgors from time to time party thereto and Blue Owl Capital Corporation, as collateral agent (in such capacity and together with any successors and permitted assigns in such capacity, the “**Collateral Agent**”).

This joinder agreement (this “**Joinder Agreement**”) supplements the Security Agreement and is delivered by the undersigned, [] (the “**New Pledgor**”), pursuant to Section 3.5 of the Security Agreement. The New Pledgor hereby agrees to be bound as a Guarantor and as a Pledgor by all of the terms, covenants and conditions set forth in the Security Agreement to the same extent that it would have been bound if it had been a signatory to the Security Agreement on the execution date of the Security Agreement. The New Pledgor also hereby agrees to be bound as a party by all of the terms, covenants and conditions applicable to it as a Guarantor or a Pledgor, as applicable, set forth in the Credit Agreement and the other Loan Documents to the same extent that it would have been bound if it had been a signatory to the Credit Agreement and such other Loan Documents, if a party thereto, on the execution date or dates of the Credit Agreement and such other Loan Documents. Without limiting the generality of the foregoing, the New Pledgor hereby grants and pledges to the Collateral Agent, as collateral security for the full, prompt and complete payment and performance when due

¹ Form to be adjusted for any Limited Pledgor as applicable.

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a Lien on and security interest in, all of its right, title and interest in, to and under the Pledged Collateral and expressly assumes all obligations and liabilities of a Guarantor under the Credit Agreement and the other Loan Documents and a Pledgor under the Security Agreement and the other Loan Documents. The New Pledgor hereby makes each of the representations and warranties as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date) and agrees to each of the covenants applicable to (i) the Pledgors contained in the Security Agreement, and the other Loan Documents and (ii) the Guarantors under the Credit Agreement and the other Loan Documents.

Annexed hereto are supplements to each of the schedules to the Security Agreement and the Credit Agreement, as applicable, with respect to the New Pledgor. Such supplements shall be deemed to be part of the Security Agreement or the Credit Agreement, as applicable.

This Joinder Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of this Joinder Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE TERMS OF SECTION 10.09 AND SECTION 10.10 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the New Pledgor and the Collateral Agent have caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW PLEDGOR],

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Joinder Agreement to Security Agreement]

[Form of]

COPYRIGHT SECURITY AGREEMENT

This Copyright Security Agreement, dated as of [____], 20[___] (this “**Copyright 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 [___], 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 Copyright 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. 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 “**Copyright Collateral**”):

(a) all 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, (ii) reversions, supplements, renewals and extensions thereof and amendments thereto, and (iii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof;

- (b) all exclusive licenses of registered Copyrights granted to any Pledgor, including, without limitation, such exclusive licenses listed on Schedule 1 attached hereto; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Copyright 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 Copyright 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 Copyright 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 Register of Copyrights and any other applicable government officer record this Copyright Security Agreement.

SECTION 5. Termination. This Copyright Security Agreement shall terminate and the Lien on and security interest in the Copyright Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Copyright 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 Copyright Collateral granted herein.

SECTION 6. Counterparts. This Copyright 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 Copyright Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Copyright Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Copyright Security Agreement.

SECTION 7. Governing Law. This Copyright 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 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 Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

[INSERT PLEDGOR NAME]

By: _____
Name:
Title:

[INSERT PLEDGOR NAME]

By: _____
Name:
Title:

Accepted and Agreed:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Copyright Security Agreement]

SCHEDULE 1
to
COPYRIGHT SECURITY AGREEMENT

UNITED STATES COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

United States Copyright Registrations:

OWNER	TITLE	REGISTRATION NUMBER

United States Copyright Applications:

OWNER	TITLE	APPLICATION NUMBER

United States Exclusive Copyright Licenses:

OWNER	TITLE	APPLICATION NUMBER

[Form of]

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of [____], 20[___] (this “**Patent 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 [___], 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 Patent 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 Patent 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 “**Patent Collateral**”):

(a) all United States issued patents and patent applications 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, (i) inventions, discoveries, industrial designs and improvement described and claimed therein, (iii) reissues, reexaminations, divisionals, renewals, extensions, provisionals, continuations and continuations in part thereof and amendments thereto, and

(iv) rights to sue or otherwise recover for past, present or future infringements or other violations thereof; and

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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 Patent 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 Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Termination. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Patent 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 Patent Collateral granted herein.

SECTION 6. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent 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 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

[INSERT PLEDGOR NAME]

By: _____
Name:
Title:

[INSERT PLEDGOR NAME]

By: _____
Name:
Title:

Accepted and Agreed:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

United States Issued Patents:

OWNER	TITLE	PATENT NUMBER

United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER

[Form of]

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of [____], 20[___] (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 [___], 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:

[INSERT PLEDGOR NAME]

By: _____
Name:
Title:

[INSERT PLEDGOR NAME]

By: _____
Name:
Title:

Accepted and Agreed:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER