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Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

116

02766416

Name of company

* SYSTEMS UNION LIMITED (the "**Company**")

Date of creation of the charge

27 October 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

A short form trademark security agreement (the "**Trademark Security Agreement**") dated 27 October 2006 made between the Company and JPMorgan Chase Bank (the "**Administrative Agent**").

Amount secured by the mortgage or charge

See Schedule 1 (Definitions), 2 (Amount Secured by the Mortgage or Charge) and 3 (Short Particulars of all the Property Charged).

Names and addresses of the mortgagees or persons entitled to the charge

JPMorgan Chase Bank, N.A., whose headquarters are at 270 Park Avenue, New York, NY 10017, U.S.A.

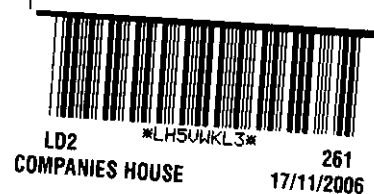
Postcode

Presentor's name address and
reference (if any):

Clifford Chance Limited Liability
10 Upper Bank Street
London
E14 5JJ

For official Use (06/2005)
Mortgage Section

Post room



Time critical reference
RSS/70-40019065

Short particulars of all the property mortgaged or charged

See Schedule 3 (Short Particulars of all the Property Charged).

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date 16 November 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)**

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Schedules to Form 395

SCHEDULE 1

DEFINITIONS

In this form 395:

All terms defined in the New York UCC (as defined herein) and not defined in this form 395 have the meanings specified therein; the terms "**Instrument**", "**Accounts**", "**Chattel Paper**", "**Deposit Accounts**", "**Documents**", "**Equipment**", "**Instruments**", "**Inventory**", "**Investment Property**", "**Letter-of-Credit rights**" and "**Commercial Tort Claims**" shall have the meanings specified in Article 9 of the New York UCC.

"**Account Debtor**" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"**Affiliate**" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Article 9 Collateral**" has the meaning given to such term in Schedule 3 of this form 395.

"**Borrowers** means the Lux Borrower and the U.S. Borrower.

"**Bridge Loan Agreement**" means the bridge loan agreement dated as of 28 July 2006 (as amended and restated as of the Delayed Draw Closing Date and as further amended, amended and restated, supplemented or otherwise modified to the extent permitted hereunder), between, amongst others, Infor Global Solutions Intermediate Holdings Limited, the Issuers, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

"**Bridge Loan Intercreditor Agreement**" means the intercreditor agreement dated as of 28 July 2006, substantially in the form of Exhibit D to the Credit Agreement.

"**Collateral Agreement**" means the guarantee and collateral agreement dated as of 28 July 2006 between, amongst others, the Lux Issuer, Infor ISA Holdings, Holdings, the Lux Borrower, the U.S. Borrower, certain subsidiaries of Infor Global Solutions Intermediate Holdings Limited and the Administrative Agent.

"**Contractual Obligation**" means, as to any Person, any obligation of such Person under any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"Credit Agreement" means the credit agreement dated as of 28 July 2006 (as amended, supplemented or otherwise modified from time to time) between, amongst others, Holdings, the Borrowers, the Lenders party thereto, the Administrative Agent and JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, as syndication agents.

"Currency Swap Agreements" means (a) in respect of the Initial Closing Date, the Swap Agreements entered into by the U.S. Borrower and the U.S. Issuer for the purchase of dollars from the proceeds of the Initial Euro Term Loans and that portion of the Initial Bridge Loans funded in Euros and (b) in respect of the Delayed Draw Closing Date, the Swap Agreements entered into by the Borrowers or any of their respective subsidiaries for the purchase of British Pounds Sterling from the proceeds of the Delayed Draw Term Loans and the Delayed Draw Bridge Loans, in each case in form and substance reasonably satisfactory to the Administrative Agent.

"Delayed Draw Bridge Loans" means the loans made under the Bridge Loan Agreement on the Delayed Draw Closing Date in respect of the Delayed Draw Bridge Facility (as defined in the Credit Agreement).

"Delayed Draw Closing Date" means 31 July 2006.

"Delayed Draw Term Loan" means each Delayed Draw Term Loan as defined in and under the Credit Agreement that is outstanding on the Delayed Draw Closing Date (which loans shall remain outstanding thereunder on the terms set forth therein). On the Delayed Draw Closing Date, the aggregate outstanding principal amount of the Delayed Draw Term Loans was \$600,000,000.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

"Event of Default" has the meaning given to such term in the Credit Agreement.

"Financial Officer" of any Person means the chief financial officer, vice president of finance, principal accounting officer, treasurer or controller of such Person (or, in the case of any Person that is a Foreign Subsidiary, a director of such Person).

"foreign jurisdiction" means a jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America, any State thereof or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States of America.

"General Intangibles" means all choses in action and causes of action and all other intangible personal property of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee,

Swap Agreements and other agreements), Intellectual Property, Software, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"German Collateral" means all Property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by the German Security Documents (such term as defined in the Collateral Agreement).

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Grantors" means (a) the Restricted Pledgors (solely with respect to (i) the assignment, pledge and grant of a security interest in the Pledged Stock of its direct wholly owned Subsidiaries (and the property and rights associated therewith and described in clauses (iv), (v) and (vi) of Section 3.01 of the Collateral Agreement) pursuant to the provisions set forth in Article III (including the filing of a financing statement solely with respect to such Pledged Stock pursuant to Section 4.01(b) of the Collateral Agreement), subject to the limitations set forth therein, and (ii) the representations, warranties and obligations applicable thereto pursuant to the provisions set forth in Articles V through VII of the Collateral Agreement and, to the extent any such Pledged Stock is not certificated, Section 4.02(b)(ii) of the Collateral Agreement, in each case to the extent directly related thereto), (b) the Borrowers and (c) the Subsidiary Parties.

"Holdings" means Infor Lux Finance Company, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, in the process of being registered with the register of trade and companies in Luxembourg and having a share capital of \$18,000.

"Inactive Subsidiaries" has the meaning assigned to such term in the Credit Agreement.

"Infor Holdings" means Infor Global Solutions AG, a limited liability company organised in Switzerland.

"Initial Bridge Loans" means the loans made under the Bridge Loan Agreement on the Initial Closing Date in respect of the Initial Bridge Facilities (as defined in the Credit Agreement).

"Initial Closing Date" means 28 July 2006.

"Initial Euro Term Loan" means each Initial Euro Term Loan as defined in and under the Credit Agreement that is outstanding on the Delayed Draw Closing Date (which loans shall remain outstanding thereunder on the terms set forth therein). On the Delayed Draw Closing Date, the aggregate outstanding principal amount of the Initial Euro Term Loans was EUR 400,288,207.51.

"Intellectual Property" means the collective reference to all rights, title and interest in or relating to intellectual property and industrial property, whether arising under United States, multinational or foreign laws or otherwise, including (a) all works of authorship, copyrights, mask work rights, database rights and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, together with all renewals, continuations, reversions and extensions thereof and all rights to obtain such renewals, continuations, reversions and extensions, (b) all letters patent, all applications for such letters patent and all divisionals, continuations and continuations-in-part thereof, together with all reissues, re-examinations, renewals and extensions of the foregoing, and all rights to obtain such divisionals, continuations, continuations-in-part, reissues, re-examinations, renewals and extensions, (c) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and, in each case, all goodwill associated therewith and all registrations and recordings thereof and all applications in connection therewith (other than intent-to-use trademark applications, **provided that** upon the filing and acceptance of an amendment to allege use or a statement of use with the United States Patent and Trademark Office, such trademark application shall be included in the definition of "trademarks")), together with all renewals and extensions thereof and all rights to obtain such renewals and extensions, (d) all trade secrets, (e) all internet domain names, (f) all Contractual Obligations providing for the grant of any right to or under any Intellectual Property and (g) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable.

"Issuers" means the Lux Issuer and the U.S. Issuer.

"Issuing Bank" shall have the meaning given to such term in the Credit Agreement.

"Lenders" means the Persons listed on Schedule 2.01 to the Credit Agreement and any other Person that shall have become a party to the Credit Agreement pursuant to Section 9.04 of the Credit Agreement, other than any such Person that ceases to be a party to the Credit Agreement pursuant to Section 9.04 of the Credit Agreement. Unless the context otherwise requires, the term "Lenders" includes JPMorgan Chase Bank, N.A. in its capacity as the "Swingline Lender" under the Credit Agreement.

"Letter of Credit" means any letter of credit issued pursuant to the Credit Agreement.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Liquidating Subsidiaries" has the meaning assigned to such term in the Credit Agreement.

"Loan Document Obligations" means (a) (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrowers to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) all other obligations of the Borrowers under or pursuant to the Credit Agreement and each of the other Loan Documents, and (c) all the obligations of each other Loan Party under or pursuant to the Collateral Agreement and each of the other Loan Documents.

"Loan Documents" means the Credit Agreement, any Incremental Facility Amendment (as defined in the Credit Agreement), the Collateral Agreement, the Bridge Loan Intercreditor Agreement and the other Security Documents.

"Loan Parties" means the Borrowers and the Subsidiary Loan Parties (as defined in the Credit Agreement).

"Loans" means the loans made by the Lenders to the Borrowers pursuant to the Credit Agreement.

"Lux Borrower" means Infor Global Solutions European Finance S.à R.L., a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 107138 and having a share capital of \$20,000.

"Lux Issuer" means Infor Lux Bond Company, a newly formed Luxembourg finance company.

"Luxembourg Collateral" means all Property of the Loan Parties, now or hereafter acquired, upon which a Lien is purported to be created by the Luxembourg Security Documents (such term as defined in the Collateral Agreement).

"New Foreign Partnership" means Infor ISA Holdings, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, in the process of being registered with the register of trade and companies in Luxembourg and having a share capital of \$18,000.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (a) the due and punctual payment of the Loan Document Obligations, (b) to the extent designated by the Borrowers as "Obligations" hereunder (**provided that** any such obligations owed to the Administrative Agent shall be deemed "Obligations" hereunder), any obligations in respect of overdrafts and related liabilities owed to a Lender or an Affiliate of a Lender arising from treasury, depository or cash management services and (c) the due and punctual payment and performance of all obligations of each Loan Party (and, in the case of the Currency Swap Agreement, the Issuers) under each Swap Agreement that (i) is in effect on the Initial Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Initial Closing Date or (ii) is entered into after the Initial Closing Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

"Perfection Certificate" means a certificate substantially in the form of Exhibit II to the Collateral Agreement, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Pledged Collateral" has the meaning given to such term in Schedule 3 of this form 395.

"Pledged Debt Securities" has the meaning given to such term in Schedule 3 of this form 395.

"Pledged Stock" has the meaning given to such term in Schedule 3 of this form 395.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including Equity Interests.

"Restricted Pledgors" means (a) the Lux Issuer and (b) New Foreign Partnership.

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) each counterparty to any Swap Agreement with a Loan Party the obligations in respect of which constitute Obligations, (e) each provider of treasury, depository or cash management services the liabilities in respect of which constitute Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (g) the successors and assigns of each of the foregoing.

"Security Document" has the meaning given to such term in the Credit Agreement.

"Security Interest" has the meaning given to such term in Schedule 3 of this form 395.

"Software" means any and all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report

formats, firmware, development tools, templates, menus, buttons and icons; and all documentation including user manuals and other training documentation related to any of the foregoing.

"subsidiary" means, with respect to any Person (the **"parent"**) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of Holdings (other than the Borrowers).

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I of the Collateral Agreement and (b) each other Subsidiary that becomes a party to the Collateral Agreement as a Subsidiary Party after the Initial Closing Date.

"Supplement" means the supplement no. 2 dated as of 27 October 2006 to the Collateral Agreement, between, amongst others, the Company, Holdings and the Administrative Agent.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, **provided that** no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Topco, the Borrowers or the Subsidiaries shall be a Swap Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Topco" means Infor Global Solutions Intermediate Holdings Limited, a company organised under the law of the Cayman Islands.

"U.S. Borrower" means Infor Enterprise Solutions Holdings, Inc., a Georgia Corporation.

"U.S. Issuer" means the U.S. Borrower in its capacity as "U.S. Issuer" under the Credit Agreement.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Under the Supplement, the Company acceded to the Collateral Agreement as a Grantor, under which the Company gave security for the payment or performance, as the case may be, in full of the Obligations.

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

1. PLEDGE OF SECURITIES

Under the Collateral Agreement, subject to Section 7.16, Section 2.07(c) as security for the payment or performance, as the case may be, in full of the Obligations, (a) each of (1) the Lux Issuer, U.S. Issuer, New Foreign Partnership, Holdings and Infor and (2) with effect from the Delayed Draw Closing Date, upon execution and delivery by the Administrative Agent and Extensity Holdings of an instrument substantially in the form of Exhibit I to the Collateral Agreement, Extensity Holdings, pledged to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the shares of capital stock and other Equity Interests owned by it and listed on Schedule II to the Collateral Agreement together with, in the event of (and upon) a liquidation of Extensity Holdings, any Equity Interests in any of the entities that are immediately prior to such liquidation direct subsidiaries of Extensity Holdings, and the certificates representing all such Equity Interests (such shares and other Equity Interests referred to in this clause (a), collectively, the **"Pledged Stock"**), in each case solely to the extent that a Lien on such Equity Interests is granted in favor of the Senior Facilities in accordance with the terms of the Senior Facilities Agreement, and (b) each of the Lux Issuer and the Lux Borrower hereby assigned and pledged to the Administrative Agent, its successors and its permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Administrative Agent, its successors and its permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under (i) (A) the First Extensity Proceeds Loan from Lux Issuer to Lux Borrower (or any refinancings thereof to the extent such refinancing is permitted under Section 6.08(b)(iii) of the Credit Agreement and would constitute the **"First Extensity Proceeds Loan"** as defined therein) and the Second Extensity Proceeds Loan from Lux Borrower to Extensity UK Holdings (or any refinancings thereof to the extent such refinancing is permitted under Section 6.08(b)(iii) of the Credit Agreement and would constitute the **"Second Extensity Proceeds Loan"** as defined therein), and (B) the promissory notes and any other instruments evidencing such obligations (the **"Pledged Debt Securities"**), (ii) subject to Section 3.06 of the Collateral Agreement, all payments of principal or interest, dividends, cash, instruments 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 Pledged Debt Securities, (iii) subject to Section 3.06 of the Collateral Agreement, all rights and privileges of the relevant Grantor with respect to the securities and other property referred to in clauses (b)(i) and (b)(ii) above, and (iv) subject to Section 3.06 of the Collateral Agreement, all proceeds of any of the foregoing (the items referred to in clauses (a) and (b) above being collectively referred to as the **"Pledged Collateral"**), **provided** that the Pledged Collateral shall not include (1) more than 65% of the

outstanding Equity Interests (of any class) of Infor Holdings if, at any time, the pledge of a greater percentage would result in incremental Taxes to be paid pursuant to Section 6.08(a)(iv) of the Credit Agreement in excess of \$1,000,000 and (2) any Equity Interests in any Subsidiaries that are not pledged as security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Senior Facilities Agreement).

2. **SECURITY INTERESTS IN PERSONAL PROPERTY**

Under the Collateral Agreement, subject to Section 7.16 of the Collateral Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, the Company pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all right, title or interest in or to any and all of the following assets and properties owned at the date of the Collateral Agreement or at any time thereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "**Article 9 Collateral**");

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Investment Property;
- (x) all Software;
- (xi) all Letter-of-Credit rights;
- (xii) all Commercial Tort Claims (as described in Schedule 6 to the Perfection Certificate);
- (xiii) all books and records pertaining to the Article 9 Collateral; and
- (xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing,

provided that notwithstanding anything to the contrary in the Collateral Agreement, in no event shall the security interest granted under Section 4.01 (*Security Interest*) of the Collateral Agreement attach to any (I) General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement to which the Company is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (x) the abandonment, invalidation or unenforceability of any right, title or interest of the Company therein, (y) a violation of a valid and enforceable restriction in respect of such General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement or other such rights (1) in favour of a third party or (2) under any law, regulation, permit, order or decree of any Governmental Authority, unless and until all required material consents shall have been obtained or (z) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, such General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable law or principles of equity), provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, shall be remedied and, to the extent severable, shall attach immediately to any portion of such General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement that does not result in any of the consequences specified in the immediately preceding clause (x), (y) or (z) including, without limitation, any proceeds of such General Intangible, Instrument, licence, property rights, permit or any other contract or agreement; (II) the Equity Interests of any Foreign Subsidiary excluded from "Pledged Collateral" pursuant to Section 3.01 (*Pledge*) of the Collateral Agreement; (III) any property to the extent a Lien is granted thereon under any other Security Document governed by the law of a foreign jurisdiction as security for the payment and performance of any of the Obligations; (IV) any tax accounts, trust accounts or payroll accounts; (V) any corporation, partnership, limited liability company, trust or any other entity in which the Company owns 50% less of the equity interests thereof, to the extent the Company is prohibited from granting a Lien thereon or must obtain the consent of a third party to pledge or assign such interest, **provided that** such prohibition against granting a Lien thereon is permitted by Section 6.10 of the Credit Agreement; (VI) any assets (other than any General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement) owned by the Company that are subject to a Lien permitted by the Credit Agreement and with respect to which, the Company is not permitted to grant a second-priority Lien thereon, provided that such prohibition against granting a second-priority Lien thereon is permitted by Section 6.10 of the Credit Agreement; and (VII) any Luxembourg Collateral or German Collateral. Notwithstanding anything to the contrary contained in this definition, the terms "Article 9 Collateral" and "Collateral" shall not include any intent-to-use trademark or service mark application included in General Intangibles if granting such security interest or

the exercise of any Secured Party's remedies herein would result in an assignment of such applications to the Administrative Agent or the Secured Parties upon an Event of Default that would be deemed to invalidate, void, cancel, or abandon such applications, provided that the foregoing exclusion shall in no way be construed to include an amendment to allege use or statement of use. For the avoidance of doubt, with respect to Intellectual Property, the grant of a security interest herein is not an assignment of Intellectual Property to the Administrative Agent.

3. **GRANT OF SECURITY INTEREST**

As Security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral owned on 27 October 2006 or acquired after that date by such Grantor or in which such Grantor had on 27 October 2006 or at any time at any time thereafter might acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business name, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, new existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political Subdivision thereof, and all extensions or renewals thereof, including those listed in Schedule II of the Trademark Security Agreement (the "**Trademarks**");

all goodwill associated with or symbolised by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

4. **FURTHER ASSURANCE**

The Collateral Agreement contains covenants for further assurance.

5. **NEGATIVE PLEDGE**

The Credit Agreement contains a negative pledge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02766416

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHORT FORM TRADEMARK SECURITY AGREEMENT DATED THE 27th OCTOBER 2006 AND CREATED BY SYSTEMS UNION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS AND EACH LOAN PARTY TO A LENDER OR AN AFFILIATE OF A LENDER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —