

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VeriTest, Inc.		12/23/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	17 South Broadway		
City:	Nyack		
State/Country:	NEW YORK		
Postal Code:	10960		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2119711	DEFINITIVE, REAL-WORLD TESTING	
Registration Number:	2066939	VERITEST	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8602758200		
Email:	adoolan@rc.com		
Correspondent Name:	Alaine C. Doolan c/o Robinson & Cole LLP		
Address Line 1:	280 Trumbull Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Alaine C. Doolan		
Signature:	/Alaine C. Doolan/		
Date:	01/03/2005		

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2004, among LIONBRIDGE TECHNOLOGIES, INC., a Delaware corporation ("LTI"), VERITEST, INC., a Delaware corporation ("VeriTest"), and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association and WACHOVIA BANK, NATIONAL ASSOCIATION national banking association (collectively, the "Secured Party") and HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent for itself as a Secured Party and the other Secured Parties (the "Agent").

Debtors and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Credit Agreement**" means that certain Credit Agreement, dated as of the date hereof, among Debtors, the Agent, Secured Party and certain Affiliates of Debtors.

"**Debtors**" means, collectively, LTI and VeriTest; "**Debtor**" shall refer individually to LTI or VeriTest.

"**PTO**" means the United States Patent and Trademark Office.

"**Security Agreement**" means that certain Security Agreement, dated as of the date hereof, by Debtors and certain Affiliates of Debtors in favor of Secured Party and the Agent.

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

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtors; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation

applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, each Debtor does hereby assign, transfer and convey to the Agent, for the benefit of Secured Party and the Agent, and grant to the Agent, for the benefit of Secured Party and the Agent, a security interest in and mortgage to, all of such Debtor's respective right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which each Debtor now has or hereafter owns, acquires or develops an interest and wherever located, excluding however all Excluded Property (collectively, the "Collateral"):

(i) all federal trademarks, service marks and trade names for which registrations have been made and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of such Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

For avoidance of doubt, the term "Collateral" as used herein shall not include any Excluded Property.

(b) Continuing Security Interest. Each Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Agent, for the benefit of Secured Party and the Agent, under the Security Agreement or other security documents referred to therein. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Each Debtor does hereby represent and warrant to the Agent and Secured Party that a true and correct list of all of the existing Collateral of such Debtor consisting of trademarks registered in the U.S. or applications for trademarks filed with the PTO, owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, each Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure each Debtor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of Debtors. In addition, each Debtor authorizes the Agent to file financing statements describing the Collateral of such Debtor in any UCC filing office deemed appropriate by the Agent.

SECTION 6. Authorization to Supplement.

If Debtors shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting each Debtor's obligations under this Section 6, each Debtor authorizes the Agent unilaterally to modify this Agreement by amending **Schedule A** to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors, the Agent, Secured Party and their respective successors and assigns. Debtors may not assign, transfer, hypothecate or otherwise convey their respective rights, benefits, obligations or duties hereunder.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9. Entire Agreement; Amendment.

This Agreement, the Security Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent under the Security Agreement.

SECTION 10. Counterparts.

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination.

Upon termination of the Commitment and the indefeasible payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Agent (at Debtors' expense) shall promptly execute and deliver to Debtors such documents and instruments reasonably requested by Debtors as shall be necessary to evidence termination of all such security interests given by Debtors to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtors acknowledge that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices.

All notices, demands, requests, and other communications given under this Agreement shall be given and shall be effective as provided in Section 16.6 of the Credit Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

WITNESSES (as to Debtors):

LIONBRIDGE TECHNOLOGIES, INC.

Charlotte K.

By: [Signature]
Name: Margaret A. Shuker
Title: Secretary

Charlotte K.

VERITEST, INC.

By: [Signature]
Name: Margaret A. Shuker
Title: Secretary

**WITNESSES
(as to Secured Parties):**

**HSBC BANK USA, NATIONAL ASSOCIATION
individually and as Administrative Agent**

[Signature]

By: [Signature]
Name: MANUEL BURGUEÑO
Title: VICE PRESIDENT

[Signature]

**WACHOVIA BANK, NATIONAL
ASSOCIATION**

By: [Signature]
Name: Kevin E. Burke
Title: Senior Vice President

[THE NEXT PAGE IS THE ACKNOWLEDGMENT PAGE]

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk)

On this 23rd day of December, 2004, before me, the undersigned officer, personally appeared Margaret A. Shaker of Lionbridge Technologies, Inc., a Delaware corporation, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

Lisa M. DeBlasio
Notary Public
My Commission Expires:



LISA M. DEBLASIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 7, 2008

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk)

On this 23rd day of December, 2004, before me, the undersigned officer, personally appeared Margaret A. Shaker of VeriTest, Inc., a Delaware corporation, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

Lisa M. DeBlasio
Notary Public
My Commission Expires:



LISA M. DEBLASIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 7, 2008

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk)

On this 23rd day of December, 2004, before me, the undersigned officer, personally appeared Manuel Burguero, Vice President of HSBC Bank USA, National Association, a national banking association, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

Lisa M. DeBlasio
Notary Public
My Commission Expires:



LISA M. DEBLASIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 7, 2008

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk)

On this 23rd day of December, 2004, before me, the undersigned officer, personally appeared Kevin E. Burke, Senior Vice President of Wachovia Bank, National Association, a national banking association, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

Lisa M. DeBlasio
Notary Public
My Commission Expires:



LISA M. DEBLASIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 7, 2008

TRADEMARK

SCHEDULE A

to the Trademark Security Agreement

Debtors: Lionbridge Technologies, Inc.
VeriTest, Inc.

U.S. Trademarks of Debtors

Registration No.	Registration Date	Registered Owner	MARK
2119711	12/9/1997	VeriTest, Inc.	DEFINITIVE, REAL-WORLD TESTING
2,243,234	5/4/1999	Lionbridge Technologies, Inc.	LIONBRIDGE
2066939	6/3/1997	VeriTest, Inc.	VERITEST
2,371,941	8/1/2000	Lionbridge Technologies, Inc.	WEBSTREAM
1,999,129	8/28/1998	Lionbridge Technologies, Inc.	HARVARD TRANSLATIONS
2,387,959	9/19/2000	Lionbridge Technologies, Inc.	LIONTRACK

Pending U.S. Trademark Applications of Debtors

Application No.	Filing Date	Applicant	Mark
78/306,812	9/29/2003	Lionbridge Technologies, Inc.	LIONSTREAM