

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
CIBER, Inc.		02/11/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo, National Association
Street Address:	1740 Broadway
Internal Address:	MAC C7301-031
City:	Denver
State/Country:	COLORADO
Postal Code:	80274
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2727335	ALWAYS ABLE
Registration Number:	1747595	BIT
Registration Number:	2969099	CIBER
Registration Number:	3014890	CIBER
Registration Number:	1185100	CIBER
Registration Number:	1479942	CIBER
Registration Number:	2730136	CIBERJOBS
Registration Number:	3096906	CIBERSITES
Registration Number:	2799526	CIBERSPACE
Registration Number:	2117218	CNSI
Registration Number:	2117219	CNSI
Registration Number:	1340453	DTA
Registration Number:	2818624	E.ACCELERATION

OP \$865.00 2727335

Registration Number:	2569868	ENSPHERICS
Registration Number:	1553202	FINANCIAL DYNAMICS
Registration Number:	1553203	FINANCIAL DYNAMICS
Registration Number:	2957246	I
Registration Number:	2708937	I
Registration Number:	2726632	OPTIMIZED DELIVERY MODEL
Registration Number:	2815248	PM RX
Registration Number:	2468657	
Registration Number:	3054439	RAPID RETAIL
Registration Number:	2210494	SCB COMPUTER TECHNOLOGY
Serial Number:	77039833	HARBOR MANAGEMENT & SECURITY SYSTEM HMS CIBER
Serial Number:	77039840	HMS
Serial Number:	77254215	METACHECK
Serial Number:	77254224	METACHECK
Serial Number:	77254232	METACHECK
Serial Number:	77252801	METAMOR
Serial Number:	77252806	METAMOR
Serial Number:	77252807	METAMOR
Serial Number:	77254210	QUICKWEAR
Serial Number:	77254223	QUICKWEAR
Serial Number:	77254228	QUICKWEAR

CORRESPONDENCE DATA

Fax Number: (303)866-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-866-0406
Email: daniel.almanza@hro.com
Correspondent Name: Daniel Almanza Holme Roberts & Owen LLP
Address Line 1: 1700 Lincoln Street
Address Line 2: Suite 4100
Address Line 4: Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	23000-03270
NAME OF SUBMITTER:	Daniel Almanza
Signature:	/daniel almanza/
Date:	02/12/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 11, 2008 by CIBER, Inc., a Delaware corporation (the "Grantor"), in favor of Wells Fargo, National Association, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent"), for the ratable benefit of the Lenders (as defined in the Credit Agreement referenced below), the Swing Line Lender and L/C Issuer (each, a "Secured Party" and, collectively, the "Secured Parties").

Recitals

A. Grantor, the Lenders (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Credit Agreement, dated as of the date hereof (together with any amendments, modifications, replacements or substitutions thereof, the "Credit Agreement"), providing for revolving loans in the initial maximum principal amount of \$200,000,000.

B. As a condition precedent to the effectiveness of the Credit Agreement and the making of the credit extensions to Grantor under the Credit Agreement, Grantor is required to secure the Secured Obligations (as defined below) in the manner set forth herein.

C. The Grantor has determined that it is in its best interests to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the credit extensions made to Grantor from time to time pursuant to the Credit Agreement, and the Grantor understands and agrees that Administrative Agent, the Lenders and any additional Secured Parties are relying on this representation in agreeing to make credit extensions to Grantor under the Credit Agreement.

D. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Pledge and Security Agreement, dated as of February 11, 2008, by and among the Grantor, CIBER INTERNATIONAL, INC., a Delaware corporation, CIBER (INDIA) LTD., a Delaware corporation and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") or, if not defined in the Security Agreement, then as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations (as defined in the Security Agreement) in full,

whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor hereby grants to and creates in favor of the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (collectively, the "Trademark Collateral"):

(a) (i) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including, without limitation, those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b) and (c), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

SECTION 3. Representations. Upon the execution and delivery of this Agreement, the filing with the United States Patent and Trademark Office of this Agreement and the filing with the Delaware Secretary of State of the appropriately completed UCC-1 financing statements, the Administrative Agent's security interest in the Trademark Collateral conferred hereby will be a valid, perfected first priority security interest (to the extent perfection may be achieved by a filing with the United States Patent and Trademark Office or filing with the Delaware Secretary

of State of UCC-1 financing statements), subject only to certain Permitted Liens (as defined in the Credit Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except as provided for and permitted by the Security Agreement.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Administrative Agent to file this Agreement with all offices deemed necessary by the Administrative Agent (provided that in the case of any such filing outside the United States, the Administrative Agent shall provide Grantor notice of such filing). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

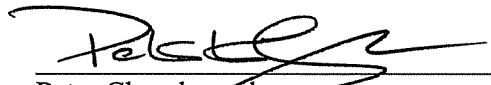
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

CIBER, INC.,
a Delaware corporation

By: 
Name: Peter Cheesbrough
Title: Executive Vice President & Chief Executive Officer

WELLS FARGO, NATIONAL ASSOCIATION,
a national banking association,
as Administrative Agent

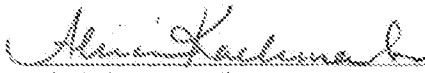
By: _____
Name: Alicia Kachmarik
Title: Assistant Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

CIBER, INC.,
a Delaware corporation

By: _____
Name: Peter Cheesbrough
Title: Executive Vice President & Chief Executive Officer

WELLS FARGO, NATIONAL ASSOCIATION,
a national banking association,
as Administrative Agent

By:  _____
Name: Alicia Kachmarik
Title: Assistant Vice President

SCHEDULE I
to Trademark Security Agreement

Item A – Trademarks

TRADEMARK	COUNTRY	CLASS(ES)	REG NO. ISSUE DATE	STATUS AND REMARKS
ALWAYS ABLE	European Union	42	3064011 05/18/2004	Registered Next Due Date: Next Renewal Due 02/21/2013
ALWAYS ABLE	US	042;	2727335 06/17/2003	Registered Next Due Date: Section 8 & 15 Open 06/17/2008
BIT	US	042;	1747595 01/19/1993	Registered Next Due Date: Next Renewal Due 01/19/2013
CIBER	Australia	35, 41, 42	865338 06/24/2005	Registered Next Due Date: Next Renewal Due 06/24/2015
CIBER	Canada		TMA397963 05/08/1992	Registered Next Due Date: Next Renewal Due 05/08/2022
CIBER	China	35, 41, 42	865338 06/24/2005	Registered Next Due Date: Next Renewal Due 06/24/2015
CIBER	India	35, 41, 42		Pending (Published) Publication Date: 01/31/2005
CIBER	New Zealand	35, 41, 42		Pending (Accepted)
CIBER	Russian Federation	35, 41, 42	865338 06/24/2005	Registered Next Due Date: Next Renewal Due 06/24/2015
CIBER	Singapore	35, 41, 42	865338 06/24/2005	Registered
CIBER	US	35, 41, 42	2969099 07/19/2005	Registered Next Due Date: Section 8 & 15 Open 07/19/2010
CIBER	US	42	3014890 11/15/2005	Registered Next Due Date: Section 8 & 15 Open 11/15/2010
CIBER	US	035; 042;	1185100 01/05/1982	Registered Next Due Date: Next Renewal Due 01/05/2012
CIBER	US	35, 41, 42	2969099 07/19/2005	Registered Next Due Date: Section 8 & 15 Open 07/19/2010
CIBER	WIPO	35, 41, 42	865338 06/24/2005	Registered Next Due Date: Next Renewal Due 06/24/2015
CIBER (stylized letters)	Canada		TMA390807 11/29/1991	Registered Next Due Date: Next Renewal Due 11/29/2021
CIBER (stylized letters)	US	35, 42	1479942 03/08/1988	Registered (Do Not Renew) Next Due Date: Next Renewal Due 03/08/2008
CIBER (Stylized)	European Union	35, 41, 42	3072171 06/25/2004	Registered Next Due Date: Next Renewal Due 02/26/2013
CIBER (Stylized)	Hungary	35, 41, 42		Pending
CIBER (Stylized)	Mexico	42	890352 07/18/2005	Registered Next Due Date: Next Renewal Due 09/26/2010
CIBER (Stylized)	Norway	35, 41, 42		Pending
CIBER EUROPE	European Union	35, 41, 42	3016680 05/03/2005	Registered Next Due Date: Next Renewal Due 01/22/2013
CIBER INDIA	India	42		Pending
CIBER INDIA	India	35, 41, 42		Pending
CIBER Novasoft	China	9		Pending (Published) Publication Date: 08/21/2007
CIBER Novasoft	China	35		Pending
CIBER Novasoft	China	42		Pending
CIBER Novasoft	European Union	9, 35, 42	4186573 02/15/2006	Registered Next Due Date: Next Renewal Due 12/09/2014

TRADEMARK	COUNTRY	CLASS(ES)	REG NO. ISSUE DATE	STATUS AND REMARKS
CIBER Novasoft	Russian Federation	9, 35, 42		Pending
CIBER Novasoft	Singapore	35		Pending
CIBER Novasoft	Singapore	9	T05 00396G 01/11/2005	Registered Next Due Date: Next Renewal Due 01/11/2015
CIBER Novasoft	Singapore	42	T05 00398C 01/11/2005	Registered Next Due Date: Next Renewal Due 01/11/2015
CIBER SOLUTIONS PARTNERS	European Union	35, 41, 42	2656379 09/26/2003	Registered Next Due Date: Next Renewal Due 04/16/2012
CIBERJOBS	US	035;	2730136 06/24/2003	Registered Next Due Date: Section 8 & 15 Open 06/24/2008
CIBERSITES	US	41	3096906 05/23/2006	Registered Next Due Date: Section 8 & 15 Open 05/23/2011
CIBERSPACE	US	042;	2799526 12/23/2003	Registered Next Due Date: Section 8 & 15 Open 12/23/2008
CNSI	US	042;	2117218 12/02/1997	Registered (Do Not Renew) Next Due Date: Renewal End of Grace 06/02/2008
CNSI & DESIGN	US	042;	2117219 12/02/1997	Registered (Do Not Renew) Next Due Date: Renewal End of Grace 06/02/2008
DTA	US	009;	1340453 06/11/1985	Registered (Do Not Renew)
E.ACCELERA TION	US	035;	2818624 03/02/2004	Registered Next Due Date: Section 8 & 15 Open 03/02/2009
E.ACCELERA TION	US	035;	2818624 03/02/2004	Registered Next Due Date: Section 8 & 15 Open 03/02/2009
ENSPHERICS	US	042;	2569868 05/14/2002	Registered Next Due Date: Section 8 & 15 Due 05/14/2008
FINANCIAL DYNAMICS	US	035;	1553202 08/22/1989	Registered Next Due Date: Next Renewal Due 08/22/2009
FINANCIAL DYNAMICS & DESIGN	US	035;	1553203 08/22/1989	Registered Next Due Date: Next Renewal Due 08/22/2009
HARBOR MANAGEMEN T & SECURITY SYSTEMS HMS CIBER & Design	US	9, 42		Pending
HMS	US	9, 42		Pending
I & Design	US	35, 41, 42	2957246 05/31/2005	Registered Next Due Date: Section 8 & 15 Open 05/31/2010
I (Stylized)	US	035; 041; 042;	2708937 04/22/2003	Registered Next Due Date: Section 8 & 15 Open 04/22/2008
I (Stylized)	US	035; 041; 042;	2708937 04/22/2003	Registered Next Due Date: Section 8 & 15 Open 04/22/2008
METACHECK	US	37		Pending Next Due Date: Priority Filing Deadline 02/13/2008
METACHECK	US	41		Pending Next Due Date: Priority Filing Deadline 02/13/2008
METACHECK	US	42		Pending Next Due Date: Priority Filing Deadline 02/13/2008
METAMOR	US	37		Pending Next Due Date: Priority Filing Deadline 02/10/2008
METAMOR	US	41		Pending Next Due Date: Priority Filing Deadline 02/10/2008
METAMOR	US	42		Pending Next Due Date: Priority Filing Deadline 02/10/2008
OPTIMIZED DELIVERY MODEL	US	42	2726632 06/17/2003	Registered Next Due Date: Section 8 & 15 Open 06/17/2008
PM RX	US	009;	2815248 02/17/2004	Registered Next Due Date: Section 8 & 15 Open 02/17/2009

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TRADEMARK	COUNTRY	CLASS(ES)	REG NO. ISSUE DATE	STATUS AND REMARKS
PUZZLE Design	US	35, 37, 42	2468657 07/17/2001	Registered Next Due Date: Section 8 & 15 End of Grace 01/17/2008 INSTRUCTIONS RECEIVED FROM CLIENT 10/5/2006 TO LET APPLICATION LAPSE
QUICKWEAR	US	37		Pending Next Due Date: Priority Filing Deadline 02/13/2008
QUICKWEAR	US	41		Pending Next Due Date: Priority Filing Deadline 02/13/2008
QUICKWEAR	US	42		Pending Next Due Date: Priority Filing Deadline 02/13/2008
RAPID RETAIL	Canada			Pending
RAPID RETAIL	US	42	3054439 01/31/2006	Registered Next Due Date: Section 8 & 15 Open 01/31/2011
SCB COMPUTER TECHNOLOG Y	US	35, 37, 42	2210494 12/15/1998	Registered Next Due Date: Next Renewal Due 12/15/2008

Trademark Applications in Preparation: None

Unregistered Trademarks
for which no Trademark Application is in Preparation: None