

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.		05/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2727335	ALWAYS ABLE
Registration Number:	1747595	BIT
Registration Number:	1185100	CIBER
Registration Number:	2969099	CIBER
Registration Number:	3014890	CIBER
Registration Number:	3826632	CIBERLAW
Registration Number:	3096906	CIBERSITES
Registration Number:	3663239	CIBERSPACE
Registration Number:	3447444	HARBOR MANAGEMENT & SECURITY SYSTEM HMS CIBER
Registration Number:	3447445	HMS
Registration Number:	2708937	I
Registration Number:	2726632	OPTIMIZED DELIVERY MODEL
Registration Number:	2815248	PM RX
Registration Number:	3891932	QUICKSERIES

OP \$465.00 2727335

Registration Number:	3054439	RAPID RETAIL
Registration Number:	2957246	I
Registration Number:	2047471	BIT
Registration Number:	1479942	CIBER

**CORRESPONDENCE DATA**

Fax Number: 3128637865  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-201-3865  
 Email: sharon.patterson@goldbergkohn.com  
 Correspondent Name: Sharon Patterson, Paralegal  
 Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
 Address Line 2: Ste. 3300  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.307
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/08/2012

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of May, 2012, by and among Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, N.A.**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CIBER, Inc., a Delaware corporation ("US Borrower"), Ciber UK Ltd., a limited company incorporated in England and Wales ("Ciber UK"), Ciber Europe Limited, a limited company incorporated in England and Wales ("Ciber Europe"; together with Ciber UK, each a "UK Borrower" and collectively, the "UK Borrowers"), Ciber International B.V., a besloten vennootschap met beperkte aansprakelijkheid organized under the laws of the Netherlands ("Ciber International"), Ciber Nederland B.V., a besloten vennootschap met beperkte aansprakelijkheid organized under the laws of the Netherlands ("Ciber Nederland"; together with Ciber International, each a "Dutch Borrower" and collectively, the "Dutch Borrowers"), Ciber Holding GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany ("Ciber German Holdco"), topcontracts GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany ("topcontracts"), Ciber AG, an *Aktiengesellschaft* organized under the laws of Germany ("Ciber Germany") and Ciber Managed Services GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany ("Ciber Services"; together with Ciber German Holdco, topcontracts and Ciber Germany, each a "German Borrower" and collectively, the "German Borrowers") (US Borrower, UK Borrowers, Dutch Borrowers and German Borrowers are referred to hereinafter each individually as a "Borrower" and collectively as "Borrowers"), the lenders party thereto (the "Lenders" and each a "Lender"), and Wells Fargo Bank, N.A., a national banking association, as the lead arranger, the sole book runner and as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 7th, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

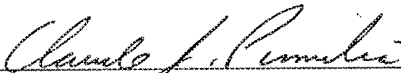
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CIBER, INC., a Delaware corporation

By: 

Name: Claude J. Pumilia

Title: Executive Vice President and Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

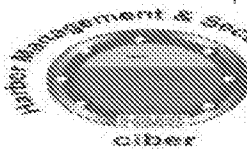
**AGENT:**

**WELLS FARGO BANK, N.A.**, a national banking  
association

By: Peter Possemato  
Name: Peter Possemato  
Title: Director

**Schedule I**

**Trademark Registrations/Applications**

GRANTOR	COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	APP/REG DATE
CIBER, Inc.	European Union	ALWAYS ABLE	3064011	May 18, 2004
CIBER, Inc.	European Union	CIBER (STYLIZED)	3072171	Jun 25, 2004
CIBER, Inc.	European Union	CIBER EUROPE	3016680	May 3, 2005
CIBER, Inc.	European Union	CIBER NOVASOFT	4186573	Feb 15, 2006
CIBER, Inc.	European Union	CIBER SOLUTIONS PARTNERS	2656379	Sep 26, 2003
CIBER, Inc.	European Union	<b>ciber</b>	4186565	September 12, 2004
CIBER, Inc.	United States	ALWAYS ABLE	2727335	Jun 17, 2003
CIBER, Inc.	United States	BIT	1747595	Jan 19, 1993
CIBER, Inc..	United States	CIBER	1185100	Jan 5, 1982
CIBER, Inc.	United States	CIBER	2969099	Jul 19, 2005
CIBER, Inc.	United States	CIBER	3014890	Nov 15, 2005
CIBER, Inc.	United States	CIBERLAW	3826632	Jul 27, 2010
CIBER, Inc.	United States	CIBERSITES	3096906	May 23, 2006
CIBER, Inc.	United States	CIBERSPACE	3663239	Aug 4, 2009
CIBER, Inc.	United States	HARBOR MANAGEMENT & SECURITY SYSTEMS HMS CIBER & DESIGN  	3447444	Jun 17, 2008
CIBER, Inc.	United States	HMS	3447445	Jun 17, 2008
CIBER, Inc.	United States	I (STYLIZED)	2708937	Apr 22, 2003
CIBER, Inc.	United States	OPTIMIZED DELIVERY MODEL	2726632	Jun 17, 2003
CIBER, Inc.	United States	PM RX	2815248	Feb 17, 2004



CIBER, Inc.	United States	QUICKWEAR	3894932	Dec 21, 2010
CIBER, Inc.	United States	RAPID RETAIL	3054439	Jan 31, 2006
CIBER, Inc.	United States	I (STYLIZED)	2957246	May 31, 2005
CIBER, Inc.	United States	BIT	2047471	Mar 25, 1997
CIBER, Inc.	United States	CIBER	1479942	Mar 08, 1988