

## 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
Kewill Limited		07/16/2012	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3688127	KEWILL	
Registration Number:	3168102	KEWILL	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	277165		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

Date:

07/16/2012

**Total Attachments: 6**

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## KEWILL LIMITED TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of July 16, 2012, is entered into by and among KEWILL LIMITED ( "*Grantor*") and SILICON VALLEY BANK (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 5, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of July 5, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

### 1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (as defined in the Guaranty and Collateral Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

### 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection

with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

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

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Paul Taylor

Title: Director of Corporate Bank (SV)

**Address of Assignee:**

Silicon Valley Bank  
2400 Hanover Street  
Palo Alto, California 94304

Signature Page to Kewill Limited Trademark Security Agreement

**GRANTOR:**

**KEWILL LIMITED**

By: David Gibson

Name: DAVID GIBSON

Title: DIRECTOR

**Address of Grantor:**

Bramley House, the Guildway  
Old Portsmouth Road  
Arlington, Guildford  
Surrey, United Kingdom GU3 1LR

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Kewill plc	Kewill (logo)	3688127	29-Sep-09
Kewill plc	Kewill (SM/TM)	3168102	07-Nov-06

Applications of Registration of Trademarks

None.