

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
ModusLink Global Solutions, Inc.		10/31/2012	CORPORATION: DELAWARE
ModusLink Corporation		10/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2118677	@VENTURES
Registration Number:	1948078	LOGISTIX
Registration Number:	3119228	MODUSLINK
Registration Number:	3157418	MODUSLINK
Registration Number:	3753007	MODUSLINK GLOBAL SOLUTIONS
Registration Number:	3753011	MODUSLINK GLOBAL SOLUTIONS
Registration Number:	2769454	POETIC
Registration Number:	3253771	WORLDDISK

CORRESPONDENCE DATA

Fax Number: 6172484000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-248-5000
 Email: tadmin@choate.com

OP \$215.00 2118677

Correspondent Name: Elizabeth A. Walker
Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009985-0046
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	10/31/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of October, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, 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 dated as of October 31, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ModusLink Global Solutions, Inc., a Delaware corporation ("ModusLink Global"), ModusLink Corporation, a Delaware corporation ("ModusLink"), and ModusLink PTS, Inc., a Delaware corporation ("ModusLink PTS", together with ModusLink Global and ModusLink are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and 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 Grantors 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 October 31, 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, Grantors are 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, each 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. Each 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 such 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 such 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 Grantors, or any of them, 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 any 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. Each 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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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.

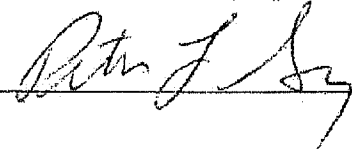
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

[SIGNATURE PAGE FOLLOWS]

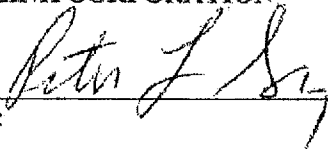
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MODUSLINK GLOBAL SOLUTIONS, INC.

By: 
Name:
Title:
Address:

MODUSLINK CORPORATION

By: 
Name:
Title:
Address:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

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

By: 

Name: Katherine L. Andersen

Title: Its Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004891 FRAME: 0306

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
Moduslink Global Solutions, Inc.	@VENTURES	2,118,677
Moduslink Corporation	LOGISTIX	1,948,078
Moduslink Corporation	MODUSLINK	3,119,228
Moduslink Corporation	MODUSLINK & Design 	3,157,418
Moduslink Global Solutions, Inc.	MODUSLINK GLOBAL SOLUTIONS	3,753,007
Moduslink Global Solutions, Inc.	MODUSLINK GLOBAL SOLUTIONS  & DESIGN <small>GLOBAL SOLUTIONS</small>	3,753,011
Moduslink Corporation	POETIC – Word	2,769,454
Moduslink Corporation	WORLDISK – Word	3,253,771

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Moduslink Global Solutions, Inc. ¹	TMA555373	Canada	CREATING NET VALUE
Moduslink Corporation	590755	Benelux	LOGISTIX
Moduslink Corporation	122094	Ireland	LOGISTIX
Moduslink Corporation	215859	Ireland	LOGISTIX
Moduslink Corporation	4387468	China	MODUSLINK
Moduslink Corporation	004025847	European Community	MODUSLINK

¹ The owner on record in the appropriate filing office is CMGI, Inc., which is the former name of ModusLink Global Solutions, Inc.

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Moduslink Corporation	300285354	Hong Kong	MODUSLINK
Moduslink Corporation	4901118	Japan	MODUSLINK
Moduslink Corporation	4015742	Malaysia	MODUSLINK
Moduslink Corporation	04015743	Malaysia	MODUSLINK
Moduslink Corporation	T0416634Z	Singapore	MODUSLINK
Moduslink Corporation	T0416635H	Singapore	MODUSLINK
Moduslink Corporation	410142915	South Korea	MODUSLINK
Moduslink Corporation	1217337	Taiwan	MODUSLINK
Moduslink Global Solutions, Inc.	301297215	Hong Kong	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	1793237	India	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	999317	International Protocol (Madrid)	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	5354626	Japan	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	1221565	Mexico	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	1112901	Mexico	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	1214668	Mexico	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	1112900	Mexico	MODUSLINK GLOBAL SOLUTIONS
Moduslink Global Solutions, Inc.	T0909171B	Singapore	MODUSLINK GLOBAL SOLUTIONS
Moduslink Corporation ²	851876	Australia	POETIC – Word
Moduslink Corporation ²	856604	Australia	POETIC – Word
Moduslink Corporation ²	0677588	Benelux	POETIC – Word
Moduslink Corporation	001995844	European Community	POETIC – Word
Moduslink Corporation	4453556	Japan	POETIC – Word

² The owner on record in the appropriate filing office is ModusLink Open Channel Solutions, Inc. ModusLink Corporation is the successor-by-merger of such entity.

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Moduslink Corporation	4602483	Japan	POETIC – Word
Moduslink Corporation	2,769,454	United States	POETIC – Word
Moduslink Corporation	899942	International Protocol (Madrid)	WORLDDISK – Word
Moduslink Corporation	06109132	Malaysia	WORLDDISK – Word
Moduslink Corporation	1258318	Taiwan	WORLDDISK – Word
Moduslink Corporation	Kor272190	Thailand	WORLDDISK – Word

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Moduslink Global Solutions, Inc.	993980	Mexico	MODUSLINK GLOBAL SOLUTIONS
Moduslink Corporation	98008203	Taiwan	MODUSLINK GLOBAL SOLUTIONS