

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCL America, Inc.		03/21/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Linedata Services (BFT) Inc.		
Street Address:	350 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2781129	CAPITALSTREAM	
Registration Number:	2774498	CAPITALSTREAM	
Registration Number:	2774499		
Registration Number:	2774500		
Registration Number:	2638680	CAPITALSTREAM	
Registration Number:	2719642	CAPITALSTREAM	
CORRESPONDENCE DATA			
Fax Number:	2063813301		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2063813300		
Email:	Lowe@LoweGrahamJones.com		
Correspondent Name:	David A. Lowe		
Address Line 1:	701 FIFTH AVENUE		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98104		

OP \$165.00 2781129

TRADEMARK

ATTORNEY DOCKET NUMBER:	CAPS-5-1000
NAME OF SUBMITTER:	David A. Lowe
Signature:	/David A. Lowe/
Date:	05/29/2013
Total Attachments: 7 source=CAPS-5-1000ASGN02#page1.tif source=CAPS-5-1000ASGN02#page2.tif source=CAPS-5-1000ASGN02#page3.tif source=CAPS-5-1000ASGN02#page4.tif source=CAPS-5-1000ASGN02#page5.tif source=CAPS-5-1000ASGN02#page6.tif source=CAPS-5-1000ASGN02#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”), effective the 21st day of March, 2013, is made and entered into by and among HCL America, Inc., a Delaware corporation whose principal office is at 330 Potrero Ave., Sunnyvale, CA 94085 (the “*Assignor*”), and Linedata Services (BFT) Inc., a Delaware corporation whose principal office is at 350 Park Avenue, New York, NY 10022, USA (the “*Assignee*”) (each a “*party*,” and collectively, the “*parties*”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

RECITALS:

- A. Assignor is the (a) owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the “*Trademarks*”); and (b) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the “*Domain Names*”) (the Trademarks and Domain Names, collectively, the “*Purchased Intellectual Property*”).
- B. Assignor, HCL Technologies Ltd. and Linedata Services S.A. (“*Linedata S.A.*”) entered into that certain Asset Purchase Agreement, dated as of February 14, 2013 (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Purchased Intellectual Property.
- C. Pursuant to Section 11.2 of the Purchase Agreement, the Affiliates of Linedata S.A. have the right to purchase the Purchased Assets and assume the Assumed Liabilities upon assignment by Linedata S.A.
- D. Pursuant to that certain Assumption and Assignment Agreement (the “*Assumption and Assignment Agreement*”), dated as of March 20, 2013, by and among Assignee, Linedata Lending and Leasing Corp., Linedata Services Luxembourg S.A. and Linedata S.A., Linedata S.A. assigned to Assignee and Assignee accepted (i) the right to purchase the Assignor’s and certain of its Affiliate’s right, title and interest in certain Purchased Assets, including the Purchased Intellectual Property and (ii) the obligation to assume the Assumed Liabilities to the extent related to such Purchased Intellectual Property.
- E. The execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Registrant Name Change Agreement. Within thirty (30) days following the Closing, Assignor shall (a) execute the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name, which shall be prepared by Assignee for Assignor's execution (the "**Registering Authority**"); (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority (which shall be prepared by Assignee) in accordance with the policies and rules of the Registering Authority; and (c) take any further actions reasonably requested by Assignee, at Assignee's expense, in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. Further Assurances. (a) Without limiting Paragraph 2 hereof, Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that Assignee may reasonably request as being necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased Intellectual Property, including without limitation, in connection with the (i) preparation and prosecution of any application for registration of the Purchased Intellectual Property, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Purchased Intellectual Property, including testifying as to any facts relating to the Purchased Intellectual Property and this Assignment.

(b) If Assignee is unable, after giving Assignor a reasonable opportunity to comply, for any reason to secure Assignor's signature to any document it is entitled to under Sections 2 or 3 hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

4. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations

from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

5. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment shall be resolved in any state or federal courts located in the State of New York, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. Counterparts. This Assignment may be executed in one or more counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

HCL AMERICA, INC.

By: LR R

Name: Raghu Raman Lakshmanan

Title: General Counsel & Secretary

AS WITNESSED BY:

Hemalatha K

Name: Hemalatha Karveti

LINEDATA SERVICES (BFT) INC.

By: _____

Name:

Title:

AS WITNESSED BY:

Name:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005036 FRAME: 0620

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

HCL AMERICA, INC.

By: _____
Name:
Title:


AS WITNESSED BY:

Name:

LINEDATA SERVICES (BFT) INC.

By: _____
Name: Anwaraly JIVA
Title: Director & CEO

AS WITNESSED BY:



Name: Diane DESCUEVES

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

TRADEMARKS

All Trademarks which constitute Purchased Assets, including Trademarks bearing the following registration and application numbers:

Registration No.	Trademark	Country	Owner Name
2781129	CAPITALSTREAM	U.S.	HCL America, Inc.
2774498	CAPITALSTREAM	U.S.	HCL America, Inc.
2774499	Design Only	U.S.	HCL America, Inc.
2774500	Design Only	U.S.	HCL America, Inc.
2638680	CAPITALSTREAM	U.S.	HCL America, Inc.
2719642	CAPITALSTREAM	U.S.	HCL America, Inc.
TMA665676	CAPITALSTREAM	Canada	HCL America, Inc.
TMA644365	CAPITALSTREAM.COM	Canada	HCL America, Inc.
TMA644306	CAPITALSTREAM	Canada	HCL America, Inc.
1737873	CAPITALSTREAM	European Community	HCL America, Inc.

SCHEDULE B
DOMAIN NAMES

www.capitalstream.com