

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
syncreon Technology (USA) LLC		10/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3334513	NAL WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 318 6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Christine Dionne		
Signature:	/Christine Dionne/		
Date:	10/28/2013		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), by syncreon Technology (USA) LLC (the "**Pledgor**") and Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**US Security Agreement**"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among syncreon Group Holdings B.V., a private company with limited liability incorporated under the laws of the Netherlands ("**Holdings**"), syncreon Group B.V., a private company with limited liability incorporated under the laws of the Netherlands (the "**Dutch Term Borrower**"), syncreon Global Finance (US) Inc., a Delaware corporation (the "**US Term Borrower**" and together with the Dutch Term Borrower, the "**Term Borrowers**"), the Lenders from time to time party thereto (collectively, the "**Lenders**") and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent for the Lenders. Consistent with the requirements of Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the US Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the US Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor, pursuant to the US Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Pledgor and regardless of where located (collectively, the "**Trademark Collateral**"):

- A. all Trademarks, including those material Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral, and in any case not including any intent-to-use (or similar) Trademark application prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, to the extent, if any, that and solely during the period, if any, in which the grant of a security interest therein may impair the validity or enforceability of any Trademark or registration that may issue from such intent-to-use (or similar) Trademark application under applicable law.

SECTION 3. *US Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SYNCREON TECHNOLOGY (USA) LLC

By: 

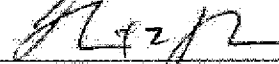
Name: Brian Enright

Title: President

Signature Page to Trademark Security Agreement

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MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: HENRIK Z SANDSTROM
Title: AUTHORIZED SIGNATORY

Schedule I
Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
NAL Worldwide LLC	NAL Worldwide LLC	3334513	11/13/2007

Trademark Applications

<u>Applicant</u>	<u>Trademark Application</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
none			

Schedule I to Exhibit I-1

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