

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
GLOBALLOGIC, INC.		12/02/2013	CORPORATION: DELAWARE
Method, Inc.		12/02/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4287701	GLOBALLOGIC	
Registration Number:	3051929	METHOD	
Registration Number:	2561077	METHOD	
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		
ATTORNEY DOCKET NUMBER:	78436.00114		
DOMESTIC REPRESENTATIVE			

CH \$90.00 4287701

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine Dionne

Signature:

/Christine Dionne/

Date:

12/02/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of December 2, 2013, is made by GLOBALLOGIC, INC., a Delaware corporation and Method, Inc., a California corporation (together with its successors and assigns, each, a “Grantor” and collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA, as Collateral Agent (together with its successors and assigns, the “Collateral Agent”), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ODESSA MERGER SUB CORP., a Delaware corporation (“Merger Sub”), as the initial borrower with GLOBALLOGIC HOLDINGS INC., a Delaware corporation (the “Company”), being the surviving entity of the Merger, ODESSA ACQUISITION CORP., a Delaware corporation (“Holdings”), ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed that certain Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement, the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges and charges to the Collateral Agent, for the benefit of Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of each Grantor in and to all of the following that constitute Collateral, including Intellectual Property (as defined in the Security Agreement), whether now existing or hereafter acquired:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by each Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

(ii) all renewals of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;

(iv) all goodwill of the business of each Grantor connected with and symbolized by any of the foregoing; and

(v) all products and proceeds of any and all of the foregoing.

4. Reference to Separate Agreements. This Agreement has been entered into by each Grantor and the Collateral Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent (or, if and as applicable, the Secured Parties) under and pursuant to the Credit Agreement (or the Security Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Security Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state of New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

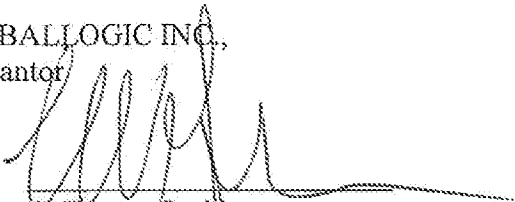
5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

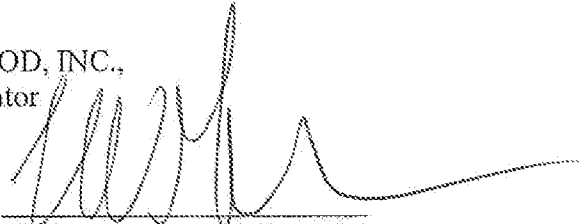
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, I have executed this Agreement as of the date first written above.

GLOBALLOGIC INC.,
as Grantor

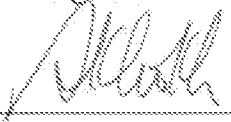
By: 
Name: C. Wayne Grubbs
Title: President

METHOD, INC.,
as Grantor

By: 
Name: C. Wayne Grubbs
Title: Vice President and Assistant Treasurer

AGREED AND ACCEPTED:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: _____
Title: Susan Khokher
Manager, Agency

Trademark Security Agreement

TRADEMARK
REEL: 005164 FRAME: 0715

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Type	Registration Number	Title	Jurisdiction	Registration Date	Owner
Trademark	4287701	GLOBALLOGIC (Cross References: GLOBAL LOGIC)	USA	February 12, 2013	GLOBALLOGIC, INC.
Trademark	3051929	METHOD	USA	January 31, 2006	METHOD, INC.
Trademark	2561077	METHOD	USA	April 16, 2002	METHOD, INC.