

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien U.S. Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M4 GLOBAL SOLUTIONS HOLDING COOPERATIEF U.A.		02/12/2014	A cooperative incorporated and existing under the laws of the Netherlands: NETHERLANDS
M4 GLOBAL SOLUTIONS HOLDING B.V.		02/12/2014	A private company with limited liability incorporated under the laws of the Netherlands: NETHERLANDS
CHANGEPOINT B.V.		02/12/2014	A private limited liability company incorporated under the laws of the Netherlands: NETHERLANDS
CW PROFESSIONAL SERVICES B.V.		02/12/2014	A private company with limited liability incorporated under the laws of the Netherlands: NETHERLANDS
UNIFACE B.V.		02/12/2014	A private limited liability company incorporated under the laws of the Netherlands: NETHERLANDS
CHANGEPOINT CANADA ULC		02/12/2014	An unlimited liability company incorporated under the laws of British Columbia: CANADA
UNIFACE CANADA ULC		02/12/2014	An unlimited liability company incorporated under the laws of British Columbia: CANADA
CW PROFESSIONAL SERVICES (CANADA) ULC		02/12/2014	An unlimited liability company incorporated under the laws of British Columbia: CANADA
M4 GLOBAL SOLUTIONS MANAGEMENT LLC		02/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
CHANGEPOINT USA LLC		02/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
CW PROFESSIONAL SERVICES LLC		02/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
UNIFACE USA LLC		02/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

CH \$65.00 2481092

TRADEMARK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	A national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2481092	CHANGEPOINT
Registration Number:	1572978	UNIFACE

CORRESPONDENCE DATA

Fax Number: 2136270705  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 213.683.5698  
 Email: MinetteTayco@paulhastings.com  
 Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP  
 Address Line 1: 515 S. Flower Street, 25th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFB/UNIFACE(73896.00185)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	02/12/2014

Total Attachments: 34

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## FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT

This FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of February, 2014, 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 administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of February 12, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **M4 GLOBAL SOLUTIONS HOLDING COÖPERATIEF U.A.**, a cooperative incorporated and existing under the laws of the Netherlands ("Parent"), **M4 GLOBAL SOLUTIONS HOLDING B.V.**, a private company with limited liability incorporated under the laws of the Netherlands ("M4 BV"), **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands ("Changepoint BV"), **CW PROFESSIONAL SERVICES B.V.**, a private company with limited liability incorporated under the laws of the Netherlands ("CWPS BV"), **UNIFACE B.V.**, a private company with limited liability incorporated under the laws of the Netherlands ("Uniface BV"), and **CHANGEPOINT CANADA ULC**, an unlimited liability company incorporated under the laws of British Columbia ("Changepoint Canada"; M4 BV, Changepoint BV, CWPS BV, Uniface BV, and Changepoint Canada, together with each other Subsidiary of Parent that becomes a Borrower thereunder after the Closing Date pursuant to Section 5.11 of the Credit Agreement, 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 (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Wells Fargo, as the sole arranger, and as the sole book runner, 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 First Lien U.S. Guaranty and Security Agreement, dated as of February 12, 2014 (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 its 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 as required by the Credit Agreement or the Guaranty and Security Agreement. 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.

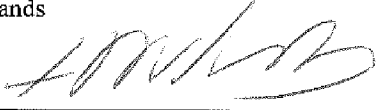
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

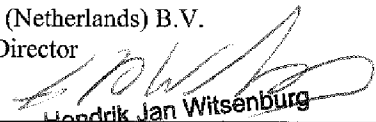
[Signature pages follow]

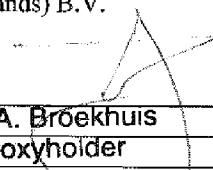
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**M4 GLOBAL SOLUTIONS HOLDING  
COÖPERATIEF U.A.**, a cooperative  
incorporated and existing under the laws of the  
Netherlands

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director  
By:   
Name: Hendrik Jan Witsenburg  
Title: Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director  
By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

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:**

**M4 GLOBAL SOLUTIONS HOLDING  
COÖPERATIEF U.A.**, a cooperative  
incorporated and existing under the laws of the  
Netherlands

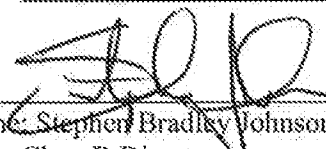
By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

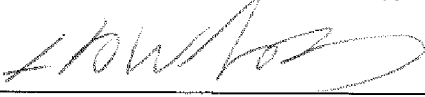
Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


By:  \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director



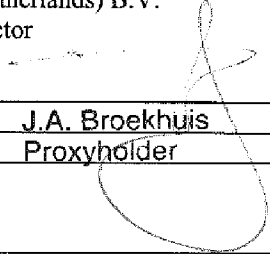
M4 GLOBAL SOLUTIONS HOLDING B.V., a  
private company with limited liability  
incorporated under the laws of the Netherlands

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: Hendrik Jan Witsenburg  
Title: Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

M4 GLOBAL SOLUTIONS HOLDING B.V., a  
private company with limited liability  
incorporated under the laws of the Netherlands

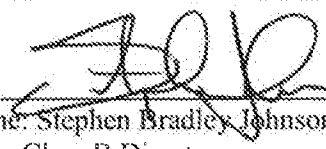
By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

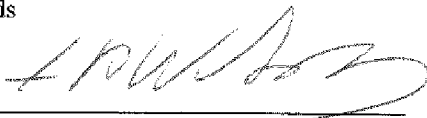
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

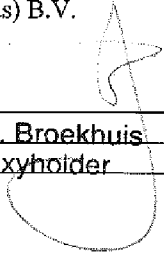
CHANGEPOINT B.V., a private limited liability  
company incorporated under the laws of the  
Netherlands

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: Hendrik Jan Witsenburg  
Title: Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

CHANGEPOINT B.V., a private limited liability  
company incorporated under the laws of the  
Netherlands

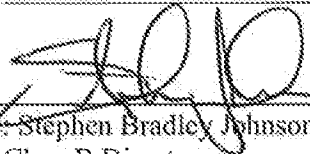
By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

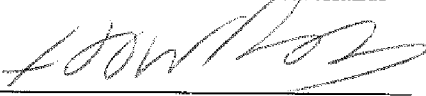
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

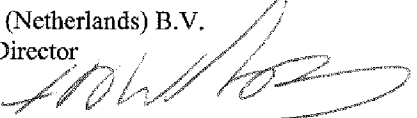
Intertrust (Netherlands) B.V.  
Class A Director

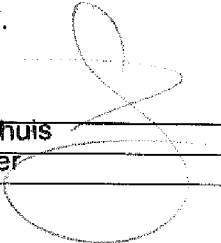
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Stephen Bradley Johnson  
Title: Class B Director

**CW PROFESSIONAL SERVICES B.V.**, a  
private company with limited liability  
incorporated under the laws of the Netherlands

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director  
By:   
Name: Hendrik Jan Witsenburg  
Title: Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director  
By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

CW PROFESSIONAL SERVICES B.V., a  
private company with limited liability  
incorporated under the laws of the Netherlands

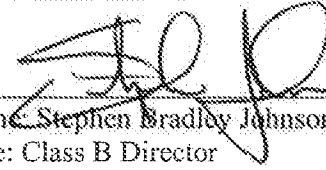
By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

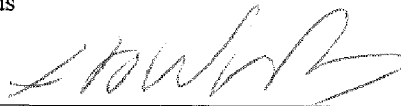
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

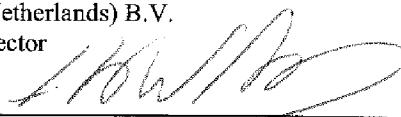
Intertrust (Netherlands) B.V.  
Class A Director


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

UNIFACE B.V., a private limited liability  
company incorporated under the laws of the  
Netherlands

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director  
By:   
Name: ~~Hendrik Jan Witsenburg~~  
Title: ~~Class A Director~~  
Hendrik Jan Witsenburg  
Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director  
By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

UNIFACE B.V., a private limited liability  
company incorporated under the laws of the  
Netherlands


By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


By:  \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director




**CHANGEPOINT CANADA ULC**, an unlimited liability company incorporated under the laws of British Columbia

By:   
Name: Robb Curtis Warwick  
Title: President

**UNIFACE CANADA ULC**, an unlimited liability company incorporated under the laws of British Columbia

By:   
Name: Robb Curtis Warwick  
Title: President

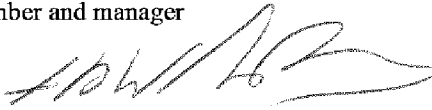
**CW PROFESSIONAL SERVICES (CANADA) ULC**, an unlimited liability company incorporated under the laws of British Columbia

By:   
Name: Robb Curtis Warwick  
Title: President

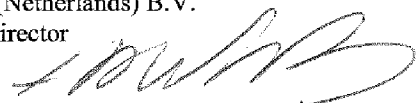
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**M4 GLOBAL SOLUTIONS MANAGEMENT  
LLC, a Delaware limited liability company**

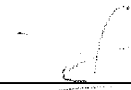
By: M4 GLOBAL SOLUTIONS HOLDING  
B.V., a private company with limited liability  
incorporated under the laws of the Netherlands, its  
sole member and manager

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: Hendrik Jan Witsenburg  
Title: Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

**M4 GLOBAL SOLUTIONS MANAGEMENT  
LLC, a Delaware limited liability company**

By: M4 GLOBAL SOLUTIONS HOLDING  
B.V., a private company with limited liability  
incorporated under the laws of the Netherlands, its  
sole member and manager

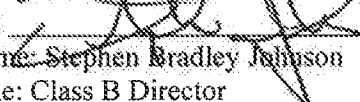
By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

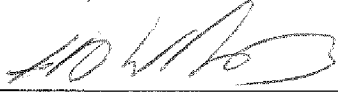
Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

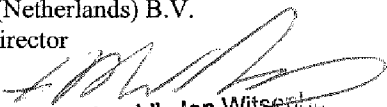
By:   
Name: Stephen Bradley Johnson  
Title: Class B Director

**CHANGEPOINT USA LLC**, a Delaware limited liability company


By: **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

By:   
Name: **Hendrik Jan Witsenburg**  
Title: **Class A Director**

**Intertrust (Netherlands) B.V.**  
**Class A Director**

By:   
Name: **Hendrik Jan Witsenburg**  
Title: **Proxy holder**

**Intertrust (Netherlands) B.V.**  
**Class A Director**

By:   
Name: **J.A. Broekhuis**  
Title: **Proxyholder**

By: \_\_\_\_\_  
Name: **Stephen Bradley Johnson**  
Title: **Class B Director**

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

CHANGEPOINT USA LLC, a Delaware limited liability company

By: CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manage

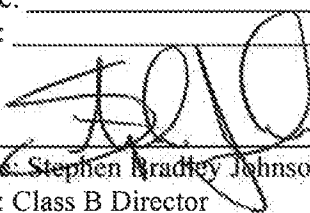
By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Stephen Bradley Johnson  
Title: Class B Director

**CW PROFESSIONAL SERVICES LLC**, a  
Delaware limited liability company

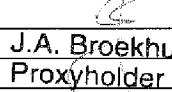
By: CW PROFESSIONAL SERVICES B.V., a  
private company with limited liability  
incorporated under the laws of the Netherlands, its  
sole member and manager

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: Hendrik Jan Witsenburg  
Title: Proxy holder

Intertrust (Netherlands) B.V.  
Class A Director

By:   
Name: J.A. Broekhuis  
Title: Proxyholder

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

**CW PROFESSIONAL SERVICES LLC**, a  
Delaware limited liability company

By: **CW PROFESSIONAL SERVICES B.V.**, a  
private company with limited liability  
incorporated under the laws of the Netherlands, its  
sole member and manager

By: \_\_\_\_\_  
Name: Hendrik Jan Witsenburg  
Title: Class A Director

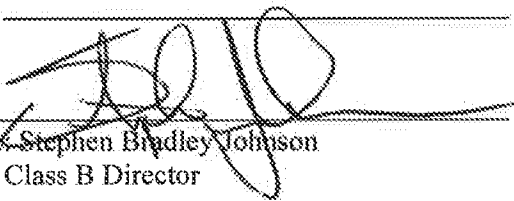
Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intertrust (Netherlands) B.V.  
Class A Director

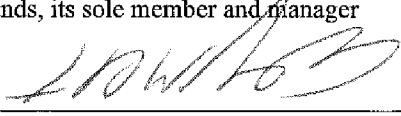
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director

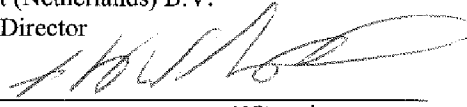


UNIFACE USA LLC, a Delaware limited liability company

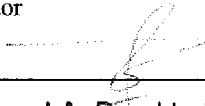
By: UNIFACE B.V., a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

By:   
Name: Hendrik Jan Witsenburg  
Title: Class A Director

Intertrust (Netherlands) B.V.  
Class A Director

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Title: Proxy holder

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By: UNIFACE B.V., a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

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Name: Hendrik Jan Witsenburg  
Title: Class A Director

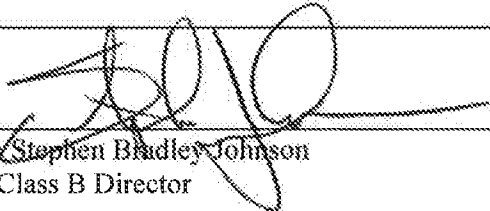
Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intertrust (Netherlands) B.V.  
Class A Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Bradley Johnson  
Title: Class B Director



AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: 

Name: Stephen Carl

Title: Its Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005215 FRAME: 0689

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

[See attached]

## TRADEMARKS

PSD

None

Changepoint:

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
CHANGEPOINT	840831	TMA487867	Canada	01-Apr-1997	20-Jan-1998	20-Jan-2028	<p>WARES: Computer software in the fields of project and resource management, work management, and workgroup collaboration.</p> <p>SERVICES: Consulting, development, implementation and training services in the fields of project and resource management, work management, and workgroup collaboration; leasing and customizing computer software and systems in the same fields.</p> <p>CLAIMS: Used in CANADA since at least as early as October 1994.</p>	Changepoint Canada ULC
CHANGEPOINT	578641	578641	European Community (CTM)	23-Jul-1997	22-Mar-1999	23-Jul-2017	<p>Class 9: Computer software in the fields of project and resource management, work management and workgroup collaboration.</p> <p>Class 42: Development and implementation in the fields of project and resource management, work management and workgroup collaboration; leasing and customizing computer software and systems in the same fields.</p>	Changepoint Canada ULC
CHANGEPOINT	75/283,150	2,481,092	U.S.	28-Apr-1997	28-Aug-2001	28-Aug-2021	Class 9: Project management computer software that manages work breakdown and management of task assignments; resource management computer software used in the tracking	Changepoint Canada ULC

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
							<p>and managing of staff and contractors, capturing worker time and expense data, invoicing in the nature of assembling time and expense information into services invoices, and help desk management in the nature of tracking of problem reports, resolution and knowledge.</p> <p>FIRST USE: 19941000. FIRST USE IN COMMERCE: 19941000</p> <p>Class 42: Computer consulting services in the field of professional services automation; developing and customizing computer software and computer systems for others in the field of professional services automation; installation and up-dating of computer software for others in the field of professional services automation; integration of computer systems and networks for others in the field of professional services automation.</p> <p>FIRST USE: 19941000. FIRST USE IN COMMERCE: 19941000</p>	

## Uniface

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE	2626613 (1895433)	2087627 (1579265)	Argentina	15-Oct-1993	19-Oct-1995	19-May-2016	Class 9: All goods in class, except the following: earplugs, lighting scene controllers, hourglasses.	Uniface B.V.
UNIFACE	2518596 (1895434)	2043806 (1523242)	Argentina	15-Oct-1993	31-May-1994	26-Sep-2015	Class 42: All services.	Uniface B.V.
UNIFACE	514520	514520	Australia	10-Jul-1989	15-Mar-1991	10-Jul-2016	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in this class.	Uniface B.V.
UNIFACE	687732	423080	Benelux	16-Oct-1986	1 June 1987	16-Oct-2016	Class 9: Measurement, control and analysis equipment, not included in other classes; computers, computer peripherals, computer terminals, word processing equipment and apparatus for storing and reproducing data, office, recorded computer programs and other simple or data-bearing products in the form of strips, plates, discs, and other similar products for use in conjunction with all of the aforementioned apparatus and devices.  Class 16: Tapes, cards, discs and other similar products made of paper or cardboard for use in conjunction with all the equipment in Class 9 and appliances, office machines.	Uniface B.V.
UNIFACE	817874313	817874313	Brazil	20-May-1994	21-Feb-1996	21-Feb-2016	Class 9: Discs and tapes in general; calculating machines, counting, recording, writing, stapling, computing and peripheral equipment; parts and components of equipment	Uniface B.V.

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
							and instruments.	
UNIFACE	817874305	817874305	Brazil	20-May-1994	13-Feb-1996	13-Feb-2016	Class 37: Repair, maintenance and installation of machinery and electrical appliances, electronics and scientific.	Uniface B.V.
UNIFACE	614510	TMA363799	Canada	01-Sep-1988	17-Nov-1989	17-Nov-2019	<p>WARES: Computer software.</p> <p>CLAIMS: Used in CANADA since at least as early as August 06, 1987.</p>	Uniface B.V.
UNIFACE	703742	703742	China	09-Apr-1993	28-Aug-1994	27-Aug-2014	Class 9: Analysis and control means;; measurement computer and the computer input and output devices; computer terminal; word processing apparatus; data processing; machines and instruments and copying; computer programs and computer software; material and said data storage means and instruments that are used ; parts of the commodities.	Uniface B.V.
UNIFACE	VA 004755 1987	VR 003617 1990	Denmark	15-Jul-1987	15-Jun-1990	15-Jun-2020	Class 9: Measuring, controlling and analyzing apparatus, computers, computer terminals, word processing apparatus, apparatus and equipment for processing and reproduction of data, office machines, recorded data applications and data software, recorded magnetic tapes and disks, for use with all the appliances and everything that equipment.	Uniface B.V.
UNIFACE	199204827	128594	Finland	06-Oct-1992	05-Oct-1993	05-Oct-2023	Class 9: Measurement, inspection and analysis equipment, computers, input and output devices for them, computer terminals, word processing machines, data processing and playback machines and equipment, computer programs and software, materials, files, and their maintenance, for use in the above-mentioned machines and apparatus, parts and accessories for the aforementioned goods.	Uniface B.V.

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE	93/01474	5594/1994	Hong Kong	16-Feb-1993	23-Sep-1994	16-Feb-2014	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in Class 9.	Uniface B.V.
UNIFACE	590943	277074	India	16-Feb-1993	21-Nov-2003	16-Feb-2023	Class 9: Measuring, control and analysing apparatus, computers and input and output apparatus therefor, computer terminals, word processing apparatus, data processing and reproducing apparatus and instruments, computer programmes and computer software, materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods, all included in this class.	Uniface B.V.
UNIFACE	2766/93	IDM000100058	Indonesia	03-Mar-1993	06-Jan-1995	03-Mar-2023	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods.	Uniface B.V.
UNIFACE	608/95	356217	Indonesia	12-Jan-1995	13-Dec-1996	12-Jan-2015	Class 42: Maintenance and repair of computer software; data processing services, computer programming; consulting services in the field of computer programming and data processing; computer engineering; computer rental, computer software development.	Uniface B.V.



Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE	514550	514550	International Registration: Austria Bulgaria Czech France Germany Hungary Italy Montenegro Portugal Serbia Slovakia Spain Switzerland	03-Jul- 1987	03-Jul- 1987	03-Jul-2017	Class 9: Equipment for measurement, control and analysis, computers, computer peripheral equipment, computers, appliances for word processing, apparatus and instruments for the storage and reproduction of data, office machines terminals; programs computers and other media recorded or not in the form of data tapes, plates, discs or other similar goods (not included in other classes) used in connection with all the aforesaid apparatus and instruments.  Class 16: Tapes, cards, discs and other similar products in paper or cardboard used in connection with all appliances and instruments mentioned in class 9; office machines.	Uniface B.V.
UNIFACE	1993/01138	154995	Ireland	23-Mar- 1993	11-Apr- 1995	23-Mar-2020	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in this class.	Uniface B.V.
UNIFACE	84964	84964	Israel	14-Oct- 1992	04-Dec- 1994	14-Oct-2023	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods.	Uniface B.V.

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE	92007206	92007206	Malaysia	13-Oct-1992	11-May-1996	13-Oct-2019	Class 9: Measuring, control and analyzing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in Class 9.	Uniface B.V.
UNIFACE	157600	471489	Mexico	23-Dec-1992	29-Aug-1994	23-Dec-2022	Class 9: Scientific apparatus and instruments, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling (beacon), checking (supervision), emergency (life-saving) and teaching apparatus for recording, transmission, sound reproduction images; magnetic records, discs; vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment of information (data processing) and computers; extinguishers.	Uniface B.V.
UNIFACE	194630	194630	New Zealand	12-Jul-1989	25-Feb-1993	12-Jul-2020	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in this class.	Uniface B.V.
UNIFACE	1429/93	T93/01429Z	Singapore	27-Feb-1993	31-Aug-1996	27-Feb-2023	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in Class 9.	Uniface B.V.

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE	1430/93	T93/01430C	Singapore	27-Feb-1993	27-Feb-1993	27-Feb-2023	Class 16: Paper tapes; cards; paper discs; goods made from paper and/or cardboard (not included in other classes); all for use in connection with computers and computer software; all included in Class 16.	Uniface B.V.
UNIFACE	93/01095	93/1095	South Africa	16-Feb-1993	05-Jul-1995	16-Feb-2023	Class 9: Measuring, control and analysing apparatus; computers and input and output apparatus therefor; computer terminals; word processing apparatus; data processing and reproducing apparatus and instruments; computer programmes and computer software; materials for or bearing data, for use with all the aforesaid apparatus and instruments; parts and fittings for all the aforesaid goods; all included in this class.	Uniface B.V.
UNIFACE	93/01096	93/1096	South Africa	16-Feb-1993	05-Jul-1995	16-Feb-2023	Class 16: Tapes, cards, discs, paper and other products (not included in other classes) for use in relation to all apparatus and instruments mentioned in Class 9, as well as printed matter, all included in this class.	Uniface B.V.
UNIFACE	1987/05433	265146	Sweden	14-Jul-1987	24-Mar-1995	24-Mar-2015	Class 9: Measuring and monitoring and analysis appliances, computers, input and output devices for computers, data terminals, word processors, data generation and reproducing apparatus and equipment, office machines, computer programs and computer software, tapes, discs and double-sided disks. Supply list does not include items relating to or used in the telecommunications field.	Uniface B.V.
UNIFACE	082023779	621355	Taiwan	24-May-1993	16-Nov-1993	15-Nov-2023	Class 9: Various kinds of computers, computer input and output recorders, word processors, data processors, micro-computers, central processing units, disk drives, plotters, tape punchers, read-only memory, micro processors, keyboards, printers, card readers, data storage unit, cursors, optical disks, magnetic tapes, cards, disks and drums recorded with computer programmes.	Uniface B.V.

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE	EE92.1079	EE92.1079	Tunisia	09-Oct-1992	09-Oct-1992	09-Oct-2017	Class 9: equipment for measurement, control and analysis; computers and devices input and output (input and output) relating to it, terminals, word processing equipment, apparatus and instruments for processing and reproduction of data, programs and computers (or support) software, for material or database to use with all the aforesaid apparatus and instruments; spare parts and accessories for all the aforesaid goods, all included in class 9.	Uniface B.V.
UNIFACE	73/690542	1572978	United States of America	14-Oct-1987	26-Dec-1989	26-Dec-2019	Class 9: Computer programs for use in developing and in the running of computer software programs and applications. FIRST USE: 19861209. FIRST USE IN COMMERCE: 1987071.	Uniface B.V.
UNIFACE	1995-007759	P192433	Venezuela	02-Jun-1995	31-Oct-1996	31-Oct-2016	Class 9: Computer programs for use in the development and operation of software programs and computer applications.	Uniface B.V.

Mark	App. No.	Reg. No.	Country/ Jurisdiction	Filing Date	Reg. Date	Renewal Due	Coverage	Owner
UNIFACE JTI	1425461	1425461	European Community (CTM)	10-Dec- 1999	16-Jan- 2001	10-Dec-2019	<p>Class 9: Electrical, optical, magnetic and electronic apparatus and instruments; networking, surveying, scientific, measuring and checking apparatus and instruments; communications and security apparatus and instruments; computer hardware, software and firmware; computer software, firmware and hardware for use with computer networks; apparatus, instruments and media for recording, reproducing, carrying, storing, processing, manipulating, transmitting, broadcasting, displaying and retrieving publications, text, signals, software, information, data, code, sounds and images; audio and video recordings; audio recordings, video recordings, music, sounds, images, text, publications, signals, software, information, data and code provided via telecommunications networks, by online delivery and by way of the Internet and the world wide web; multimedia apparatus and instruments; non-printed publications; educational and teaching apparatus and instruments; parts and fittings for all the aforesaid goods.</p> <p>Class 16: Printed matter and publications; books, manuals, magazines, newsletters, newspapers, pamphlets and brochures; educational and instructional materials; parts and fittings for all the aforesaid goods.</p> <p>Class 42: Providing access to and leasing access time on computer data bases; rental and licensing of intellectual property; technical consultancy services relating to the creation, production and recording of music, sounds, images, text, publications, software and multimedia applications; consultancy, information and advice relating to computer hardware, software and firmware and to data processing systems; analysis, design and programming of computer hardware, software and firmware and of data processing systems; consultancy, information, assistance and advice relating to the evaluation, choosing and implementation of computer software, firmware and hardware and of data processing systems; consultancy, information assistance and advice relating to all the aforesaid.</p>	Uniface B.V.