

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	OFFSHORE REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pactera Technology International Ltd.		03/27/2014	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	335 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4324537	PACTERA	
Registration Number:	4324536	PACTERA	
Registration Number:	4324209	PACTERA	
Registration Number:	4324205	PACTERA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042525-0027		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	04/10/2014		
Total Attachments: 5			

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OFFSHORE REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT

Offshore Revolving Credit Trademark Security Agreement, dated as of March 27, 2014, by VANCEINFO TECHNOLOGIES INC. and PACTERA TECHNOLOGY INTERNATIONAL LTD. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to an Offshore Revolving Credit Security Agreement dated as of March 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and Security Interest in and to all of its right, title and interest in, to and under the following Collateral (excluding any Excluded Assets) of such Grantor: all registered Trademarks of such Grantor listed on Schedule I attached hereto the (“Trademark Collateral”).

Section 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

Section 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at such Grantor’s expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Pages Follow]

PACTERA TECHNOLOGY INTERNATIONAL
LTD.

By: 
Name: Chris Shuning Chea
Title: Director

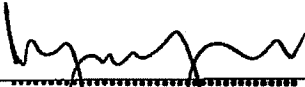
[SIGNATURE PAGE TO THE OFFSHORE REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT]

VANCEINFO TECHNOLOGIES INC.

By: 
Name: Chris Shuning Chen
Title: Director

[SIGNATURE PAGE TO THE OFFSHORE REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT]

**BANK OF AMERICA, N.A., as Collateral
Agent**

By: 
Name: **Name: Wynnie L. L.**
Title: **Title: Vice President**

**Schedule I to the
Offshore Revolving Credit Trademark Security Agreement**

(Trademark Registrations and Use Applications)

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
VanceInfo Technologies Inc.	3565528	VANCEINFO
VanceInfo Technologies Inc.	3632232	VANCEINFO
VanceInfo Technologies Inc.	3807500	VANCEINFO
VanceInfo Technologies Inc.	3807501	VANCEINFO
Pactera Technology International Ltd.	Serial Number: 85761592 Registration Number: 4324537	PACTERA
Pactera Technology International Ltd.	Serial Number: 85761591 Registration Number: 4324536	PACTERA
Pactera Technology International Ltd.	Serial Number: 85718530 Registration Number: 4324209	PACTERA
Pactera Technology International Ltd.	Serial Number: 85718464 Registration Number: 4324205	PACTERA

Applications:

None.