

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frog Design, Inc., as Grantor		04/14/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citibank., N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1312760	FROGDESIGN	
Registration Number:	2481506	FROG	
Registration Number:	2554673	FROG	
Registration Number:	2596739	FROG	
Registration Number:	2781008	FROG	
Registration Number:	2959983	FROG	
Registration Number:	3563704	FROGBLOG	
Registration Number:	3569394	FROG DESIGN MIND	
Registration Number:	3645795	FROGTHINK	
Registration Number:	4222199	TEMPTD	
Registration Number:	4464598	FROG DESIGN	
Serial Number:	85565928	FROG DESIGN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
TRADEMARK			

OP \$315.00 1312760

Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	04/16/2014
Total Attachments: 6 source=First Lien Trademark Security Agreement (EXECUTED)#page1.tif source=First Lien Trademark Security Agreement (EXECUTED)#page2.tif source=First Lien Trademark Security Agreement (EXECUTED)#page3.tif source=First Lien Trademark Security Agreement (EXECUTED)#page4.tif source=First Lien Trademark Security Agreement (EXECUTED)#page5.tif source=First Lien Trademark Security Agreement (EXECUTED)#page6.tif	

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 14, 2014, is made by frog design, Inc., a California corporation (the “Grantor”), in favor of Citibank N.A., as collateral agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the First Lien Credit Agreement, dated as of April 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among Aricent Holdings, a company incorporated under the laws of the Cayman Islands (“Holdings”), the Company, the U.S. Borrower, Aricent Technologies Mauritius Ltd., a company organized under the laws of the Republic of Mauritius (the “Mauritian Borrower”), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Company, the U.S. Borrower and the Mauritian Borrower, collectively, the “Borrowers”), the Lenders party thereto, Citibank, N.A., and Bank of America, N.A. as Letter of Credit Issuers, Citibank, N.A. and Citibank International plc, as Swingline Lenders and Swingline Subagents and Citibank N.A., as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lenders to make the Swingline Loans and the Letter of Credit Issuers have severally agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries (other than the Borrowers) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor, the Company and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of April 14, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lenders to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries (other than the Borrowers), and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Company and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when

due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

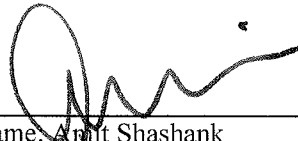
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FROG DESIGN, INC., as the Grantor

By:




Name: Armit Shashank
Title: Vice President

[Signature Page to Aricent First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005261 FRAME: 0475

CITIBANK, N.A.,
as the Collateral Agent

By: 
Name: David Tudor
Title: Vice President

{Signature Page to First Lien Trademark Security Agreement}

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
frog design, Inc.	4464598	85565333	FROG DESIGN
frog design, Inc.	73458033	1312760	FROGDESIGN
frog design, Inc.	75812730	2481506	FROG
frog design, Inc.	75812729	2554673	FROG
frog design, Inc.	75908461	2596739	FROG
frog design, Inc.	75908778	2781008	FROG
frog design, Inc.	75902155	2959983	FROG
frog design, Inc.	77469651	3563704	FROGBLOG
frog design, Inc.	77469658	3569394	FROG DESIGN MIND
frog design, Inc.	77469660	3645795	FROGTHINK
frog design, Inc.	77777422	4222199	TEMPTD
frog design, Inc.	85565928	N/A	FROG DESIGN