

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perficient, Inc.		07/31/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4611337	DESTINATION: BETTER.	
Registration Number:	3922769	COREMATRIX	
Serial Number:	86833843	VISION. EXECUTION. VALUE.	
Serial Number:	86833822	PERFICIENT	
Serial Number:	86608879	RISE INTRANET	
Serial Number:	86560940	RISE FOUNDATION	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Ave., Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-31820		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	06/24/2016		

CH \$165.00 4611337

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2013, is entered into by and between PERFICIENT, INC., a Delaware corporation (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of July 31, 2013, among the Grantor, the Assignee and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 31, 2013, among the Assignee, the Grantor and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral

Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PERFICIENT, INC.

By: 

Name:

Paul Martin

Title:

CFO

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005822 FRAME: 0036

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

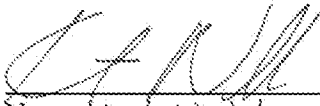
GRANTOR:

PERFICIENT, INC.

By: _____
Name:
Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By:  _____
Name: Kurt Nichols
Title: Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

No.	Registrant/Applicant	Trademark	Reg./App. Number	Reg./App. Date
1.	Perficient, Inc.	P PERFICIENT & Design	3817989	7/13/2010
2.	Perficient, Inc.	PERFICIENT	2324654	2/29/2000
3.	Nascent Systems, L.P. ¹	Aligning Strategy and Technology for Business Optimization	4137565	5/8/2012

¹ Chain of title reflects that trademark is registered in the name of Nascent Systems, L.P. Title assignment from Nascent Systems, L.P. to Perficient, Inc. to be completed by Grantor by August 30, 2013.

6/23/2016 Supplement to

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered/Pending Trademarks:

No.	Registrant/Applicant	Trademark	Reg./App. Number	Reg./App. Date
1.	Perficient, Inc.	DESTINATION: BETTER	4611337	09/23/2014
2.	Perficient, Inc.	COREMATRIX and Design	3922769	02/22/2011
3.	Perficient, Inc.	VISION. EXECUTION. VALUE.	86/833843	11/30/2015
4.	Perficient, Inc.	PERFICIENT (stylized and/or with design)	86/833822	11/30/2015
5.	Perficient, Inc.	RISE INTRANET	86/608879	04/24/2015
6.	Perficient, Inc.	RISE FOUNDATION	86/560940	03/11/2015