TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VeriTest, Inc.		02/28/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2119711	DEFINITIVE, REAL-WORLD TESTING
Registration Number:	2066939	VERITEST

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0768
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	03/03/2017

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of February 28, 2017 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among LBT Merger Sub, Inc., a Delaware corporation ("Merger Sub"), which on the Closing Date shall be merged with and into Lionbridge Technologies, Inc., a Delaware corporation ("Lionbridge"), with Lionbridge as the surviving corporation and thereafter the "Borrower", LBT Acquisition, Inc., a Delaware corporation, as Holdings and a Guarantor thereunder, the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of even date herewith in favor of the Collateral Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) and to secure the Secured Obligations (as defined in the Guaranty and Security Agreement) as provided therein; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Collateral Agent for the benefit of the Secured Parties a continuing

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lien on and security interest, subject in priority only to the first priority security interest in favor of the First Lien Collateral Agent in accordance with the Intercreditor Agreement and to Permitted Liens, in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; *provided*, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. Subject to the terms of the Intercreditor 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the other Secured Parties 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions are, in the reasonable business judgment of the Grantor, necessary or desirable in connection with its Trademarks subject to a Lien and security interest hereunder and the terms of the Intercreditor Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims

based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to this Trademark Security Agreement shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; *provided* that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under any Loan Document. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with this Trademark Security Agreement by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIONBRIDGE TECHNOLOGIES, INC.,
a Delaware corporation,
as a Grantor

By: _____
Name: Marc E. Litz
Title: Chief Financial Officer

VERITEST, INC.,
a Delaware corporation,
as a Grantor

By: _____
Name: Marc E. Litz
Title: Assistant Treasurer

GEOTEXT TRANSLATIONS, INC.,
a New York corporation,
as a Grantor

By: _____
Name: Marc E. Litz
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH
as the Collateral Agent

By: _____
Name: Vipul Dhadda
Title: Authorized Signatory

By: _____
Name: Joan Park
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

GRANTOR	TRADEMARK	REGISTRATION NO	REGISTRATION DATE
Lionbridge Technologies, Inc.	GEOFLUENT	4050662	Nov-1-2011
	GEOWORKZ	4050073	Nov-1-2011
	GEOWORKZ	4261689	Dec-18-2012
	GEOWORKZ and Design	4050072	Nov-1-2011
	GEOWORKZ and Design	4261690	Dec-18-2012
	GLOBAL CUSTOMER LIFECYCLE	4395115	Sep-3-2013
	L10NBRIDGE and Design	4288736	Feb-12-2013
	L10NBRIDGE and Design	3108937	Jun-27-2006
	LIONBRIDGE	2243234	May-4-1999
	LIONBRIDGE	3714662	Nov-24-2009
	LIONBRIDGE	4288737	Feb-12-2013
	LION WORLD	3961587	May-17-2011
	THE SMART CROWD	4722808	Apr-21-2015
	TRANSLATION WORKSPACE and Design	4050062	Nov-1-2011
	TRANSLATION WORKSPACE and Design	4242316	Nov-13-2012
Geotext Translations, Inc.	GEOTEXT	2248236	May-25-1999
	GT and Design	2249438	Jun-1-1999
VeriTest, Inc.	DEFINITIVE, REAL-WORLD TESTING	2119711	Dec-9-1997
	VERITEST	2066939	Jun-3-1997

2. TRADEMARK APPLICATIONS

None.