

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446799

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ciber, Inc.		05/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HTC Global Ventures, LLC		
<b>Street Address:</b>	3270 W. Big Beaver Rd.		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	limited liability corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1185100	CIBER	
<b>Registration Number:</b>	2969099	CIBER	
<b>Registration Number:</b>	3014890	CIBER	
<b>Registration Number:</b>	3663239	CIBERSPACE	
<b>Registration Number:</b>	2726632	OPTIMIZED DELIVERY MODEL	
<b>Registration Number:</b>	2815248	PM RX	
<b>Serial Number:</b>	86736289	CIBER MOMENTUM	
<b>Serial Number:</b>	86805341	CIBER TRANSFORMATION SERVICES	
<b>Serial Number:</b>	86736269	CIBER MOMENTUM ENGINEER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>			
<b>Phone:</b>	(202) 659-6924		
<b>Email:</b>	nmeyer@dickinsonwright.com		
<b>Correspondent Name:</b>	Nicole M. Meyer		
<b>Address Line 1:</b>	1825 Eye Street, N.W., Suite 900		
<b>Address Line 2:</b>	Dickinson Wright PLLC		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Nicole M. Meyer		

CH \$240.00 1185100

<b>SIGNATURE:</b>	/Nicole M. Meyer/
<b>DATE SIGNED:</b>	10/11/2017
<b>Total Attachments: 5</b> source=CiberIncAssetPurchaseAgmt#page1.tif source=CiberIncAssetPurchaseAgmt#page2.tif source=CiberIncAssetPurchaseAgmt#page3.tif source=CiberIncAssetPurchaseAgmt#page4.tif source=CiberIncAssetPurchaseAgmt#page5.tif	

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*"), dated as of May 17, 2017 (the "*Agreement Date*"), is by and between HTC Global Ventures, LLC, a Michigan limited liability corporation ("*Purchaser*"), and Ciber, Inc., a Delaware corporation ("*Seller*"). Purchaser and Seller are collectively referred to herein as the "*Parties*" and individually as a "*Party*". For the purposes of this Agreement, capitalized terms used herein shall have the meanings set forth herein or in Article X.

### RECITALS

WHEREAS, on April 9, 2017, Seller filed voluntary petitions (the "*Chapter 11 Petition*") for relief under Chapter 11 of the United States Bankruptcy Code (the "*Bankruptcy Code*") in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") commencing chapter 11 cases (collectively, the "*Bankruptcy Cases*").

WHEREAS, Seller continues to manage its properties and operate its businesses as "*debtors-in-possession*" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, Seller wishes to sell, and to cause the sale of, the Business;

WHEREAS, Purchaser desires to purchase the Purchased Assets and assume the Assumed Liabilities from Seller and Seller desires to sell, convey, assign and transfer to Purchaser the Purchased Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement, and, as applicable, in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code;

WHEREAS, subject to the approval of the Bankruptcy Court, as applicable, the Purchased Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to a Sale Order approving such sale, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which order will include the authorization for the assumption by, and assignment to, Purchaser of the applicable Assigned Contracts and the liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the "*Bankruptcy Rules*");

WHEREAS, the board of directors (or similar governing body) of Seller has determined that it is advisable and in the best interests of Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same; and

(k) any chattel paper owned or held by Seller and used in or related to the Business or the Purchased Assets other than the Excluded Assets;

(l) to the extent transferable, all Permits related to or used in the Business and all pending applications therefor, including those set forth on Schedule 1.1(l);

(m) all express or implied guarantees, warranties, representations, covenants, indemnities, rights, claims, counterclaims, defenses, credits, causes of action or rights to set off and subrogation against third parties related to the Purchased Assets (including, for the avoidance of doubt, those arising under, or otherwise related to the Assigned Contracts), the Business or Assumed Liabilities, including rights under vendors' and manufacturers' warranties, indemnities, guaranties and causes of action under applicable Law that are possessed by Seller (with the exception of the claims and causes of action addressed in Section 1.1(u) below);

(n) all Intellectual Property owned by Seller and used or held for use in the Business (the "*Purchased Intellectual Property*"), including the Intellectual Property set forth on Schedule 1.1(n);

(o) all goodwill, payment intangibles and general intangible assets and rights of Seller to the extent related to the Business or the Purchased Assets other than the Excluded Assets;

(p) all inventory, including raw materials, work in process, parts, subassemblies and finished goods ("*Inventory*"), wherever located and whether or not obsolete or carried on Seller's books of account, to the extent related to or used in the Business and in each case with any transferable warranty and service rights of Seller with respect to such Purchased Assets;

(q) to the extent transferable, all rights and obligations under or arising out of all insurance policies used in or related to the Business or any of the Purchased Assets or Assumed Liabilities (including returns and refunds of any premiums paid, or other amounts due back to Seller, with respect to cancelled policies), excluding, for the avoidance of doubt, (i) all current and prior director and officer and errors or omissions insurance policies of Seller and all rights of any nature with respect thereto running in favor of Seller and (ii) all insurance policies issued by Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company or any of the Affiliates or successors of the foregoing, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries, in each case as the same may run in favor of Seller and arising out of actions taking place prior to the Closing Date;<sup>2</sup>

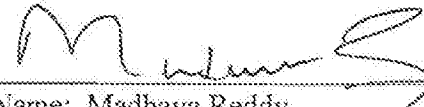
(r) all rights and obligations under non-disclosure, confidentiality and similar arrangements with (or for the benefit of) Employees and agents of Seller or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the Bankruptcy Cases and the Auction contemplated by the Bidding Procedures Order) related to or used in the Business;

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<sup>2</sup> Note to Draft: Alternatively, Purchaser can agree to revise the Sale Order as requested by Chubb.

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

HTC Global Ventures, LLC.

By:   
Name: Madhava Reddy  
Title: President

CIBER, INC.

By:   
Name: Michael Boustridge  
Title: President & CEO

*[Signature Page to Asset Purchase Agreement]*

Schedule L1(n) -- Purchased Intellectual Property

UNITED STATES COPYRIGHTS

Registrations:

<b>OWNER</b>	<b>TITLE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Ciber, Inc.	CI1311R professional services manual	TXu269512	2/12/1987

Applications: None.

OTHER COPYRIGHTS

Registrations: None.

Applications: None.

UNITED STATES PATENTS

Registrations: None.

Applications:

<b>OWNER</b>	<b>REG. NO.</b>	<b>TITLE</b>
Ciber, Inc.	62/249,092	Source code analysis and re-architecture platform

UNITED STATES TRADEMARKS

Registrations:

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER</b>
CIBER	1185100	1/5/1982	Ciber, Inc.
CIBER	2969099	7/19/2005	Ciber, Inc.
CIBER	3014890	11/15/2005	Ciber, Inc.
CIBERSPACE	3663239	8/4/2009	Ciber, Inc.
OPTIMIZED DELIVERY MODEL	2726632	6/17/2003	Ciber, Inc.
PM RX (Stylized)	2815248	2/17/2004	Ciber, Inc.
QUICKWEAR	3894932	12/21/2010	Ciber, Inc.
CIBER MOMENTUM	(86736289)	(8/25/2015)	Ciber, Inc.
CIBER TRANSFORMATION	(86805341)	(10/30/2015)	Ciber, Inc.

SERVICES			
CIBER MOMENTUM ENGINEER	(86736269)	(8/25/2015)	Ciber, Inc.
RAPID RETAIL	3054439	01/31/2006	Ciber, Inc.

Applications: None.

**FOREIGN TRADEMARKS:**

COUNTRY	MARK	REG. NO.	REG. DATE	OWNER
European Union	CIBER (Stylized)	3072171	6/25/2004	Ciber, Inc.
European Union	CIBER EUROPE	3016680	5/3/2005	Ciber, Inc.
Int'l Reg. (WIPO)	CIBER	865338	6/24/2005	Ciber, Inc.
Canada	RAPID RETAIL	TMA722915	9/4/2008	Ciber, Inc.
Canada	CIBER (Stylized)	TMA390807	11/29/1991	Ciber, Inc.
Canada	CIBER	TMA397963	5/8/1992	Ciber, Inc.
Mexico	CIBER (Stylized)	890352	7/18/2005	Ciber, Inc.
Norway	CIBER (Stylized)	224585	10/14/2004	Ciber, Inc.
China	CIBER NOVASOFT	4511939	11/21/2007	Ciber, Inc.
China	CIBER NOVASOFT	4511938	10/7/2008	Ciber, Inc.
Singapore	CIBER NOVASOFT	T0500398C	7/22/2005	Ciber, Inc.
Singapore	CIBER NOVASOFT	T0500397E	2/24/2006	Ciber, Inc.
Singapore	CIBER NOVASOFT	T0500396G	10/5/2005	Ciber, Inc.
India	CIBER INDIA	(1251781)	(11/27/2003)	Ciber, Inc.
India	CIBER	(1251780)	(11/27/2003)	Ciber, Inc.

**COMPUTER SOFTWARE:**

The Ciber Momentum software and platform, and all Intellectual Property rights with respect thereto.

The PM RX software and database, and all Intellectual Property rights with respect thereto.

Ciber Utility-in-a-Box software and platform, and all Intellectual Property rights with respect thereto.