

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ThoughtWorks, Inc.		10/12/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4704179	SNAP	
<b>Registration Number:</b>	4635415	THOUGHTWORKS	
<b>Registration Number:</b>	4587445	THOUGHTWORKS	
<b>Registration Number:</b>	4488728	GO	
<b>Registration Number:</b>	3932275	ADAPTIVE ALM	
<b>Registration Number:</b>	3932273	ADAPTIVE ALM	
<b>Registration Number:</b>	3576778	MINGLE	
<b>Registration Number:</b>	5005682	MINGLE	
<b>Registration Number:</b>	3545760	CRUISECONTROL	
<b>Registration Number:</b>	2361539	THOUGHTWORKS	
<b>Registration Number:</b>	1866548	THOUGHTWORKS	
<b>Serial Number:</b>	86944536	XANDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		

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**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** 19th Floor  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 016544-0002

**NAME OF SUBMITTER:** Scott Kareff (016544-0002)

**SIGNATURE:** /kc for sk/

**DATE SIGNED:** 10/12/2017

**Total Attachments: 5**

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## SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated October 12, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“Credit Suisse”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, TURING MERGER SUB INC., a Delaware corporation (“MergerCo”), as the initial borrower, whose rights and obligations therein will be assigned to and assumed by THOUGHTWORKS, INC., a Delaware corporation (the “Company”), Turing Acquisition LLC, a Delaware limited liability company (“Holdings”), Credit Suisse, as Administrative Agent, as Collateral Agent and as an L/C Issuer, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of October 12, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property) (the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement] secures the payment of all Obligations of such

Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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


THOUGHTWORKS, INC.,  
as Initial Grantor

By:   
Name: Ramona Mateiu  
Title: Vice President

[Signature Page to Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH  
as Collateral Agent


By:



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Name: Mikhail Faybusovich  
Title: Authorized Signatory

By:



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Name: Andrew Griffin  
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date	Status
ThoughtWorks, Inc.	SNAP	4704179	03/17/15	Registered
ThoughtWorks, Inc.	THOUGHTWORKS	4635415	11/11/14	Registered
ThoughtWorks, Inc.	THOUGHTWORKS	4587445	08/19/14	Registered
ThoughtWorks, Inc.	GO	4488728	02/25/14	Registered
ThoughtWorks, Inc.	ADAPTIVE ALM	3932275	03/15/11	Registered
ThoughtWorks, Inc.	ADAPTIVE ALM	3932273	03/15/11	Registered
ThoughtWorks, Inc.	MINGLE	3576778	02/17/09	Registered
ThoughtWorks, Inc.	MINGLE	5005682	7/26/16	Registered
ThoughtWorks, Inc.	CRUISECONTROL	3545760	12/16/08	Registered
ThoughtWorks, Inc.	THOUGHTWORKS (Stylized)	2361539	06/27/00	Registered
ThoughtWorks, Inc.	THOUGHTWORKS	1866548	12/06/94	Registered
ThoughtWorks, Inc.	XANDER	86944536	03/17/16	Pending