

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NESS USA, INC.		03/28/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Two Tower Center Blvd.		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Banking Association: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87641769	POWER OF THE PLATFORM	
Registration Number:	4105721	NESS	
Registration Number:	4230971	NESSSMART	
Registration Number:	3530412	NESS FINANCIAL DATA ENTERPRISE	
Registration Number:	2488550	NESS TECHNOLOGIES	
Registration Number:	5484951	SURVVI	
Registration Number:	2881798	LINIUM	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<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:	4123947767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr., Esquire		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	85849.339116		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		
SIGNATURE:	/Paul D. Bangor, Jr./		

OP \$190.00 87641769

DATE SIGNED:	04/01/2019
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Total Attachments: 5

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 28, 2019, is executed by NESS USA, INC. (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION (the "Lender").

A. Reference is made to that certain Loan Agreement, dated as of March 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Ness USA, Inc., Ness Technologies (East) B.V., Ness Europe Technologies B.V., Natil Technologies Ltd., Ness Technologies S.a.r.l., Jersey Holding Corporation, Ness Technologies, Inc., and Linium, LLC, and the Lender.

B. The Grantor has adopted, used and is using or will acquire the trademarks, trademark registrations, tradenames, tradestyles and trademark applications, service marks, service mark registrations, service names and service mark applications, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. In connection with the Loan Agreement, the Grantor and other entities party thereto from time to time have entered into a Security Agreement (U.S. Obligors), dated as of March 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender.

D. Pursuant to the Security Agreement, the Grantor has granted to the Lender a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, all renewals thereof, and all proceeds thereof, including without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof, and any rights corresponding thereto throughout the world (the "Collateral"), to secure the prompt payment, performance and observance of the Grantor's Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Lender an assignment of, a mortgage on, a pledge of and a security interest in the Collateral to secure the prompt payment, performance and observance of the Grantor's Secured Obligations.

The Grantor represents and warrants to the Lender that the issued, registered and applied for Trademarks are subsisting and, to the Grantor's knowledge, valid and enforceable except where enforceability may be limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity and the foreign equivalent of any of the foregoing, and the Grantor is the owner of the issued, registered and applied for Trademarks and has the power and authority to enter into this Grant of Security Interest according to its terms. As of the date hereof, the Grantor does not own any material Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office, other than

those grants, registrations or applications for registrations listed on Schedules 1-A and 1-B annexed hereto.

Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Grant of Security Interest or thereafter, until the Grantor's Secured Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, and to halt any infringement of the Trademarks except where the failure to do so could not reasonably be expected to result in a Material Adverse Change. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark that is necessary for the conduct of the Grantor's business or operations without the written consent of the Lender. The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if the Grantor deems it necessary or after an Event of Default, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor assumes all responsibility and liability arising from the use of the Trademarks.

In the event the Grantor, either itself or through any agent, employee, licensee or designee shall (a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or (b) file or record any assignment of any Trademark which the Grantor may acquire or own from a third party with the United States Patent and Trademark Office, the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon the written request (email is sufficient) of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such written request of the Bank, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the other Collateral of the Grantor associated thereto or represented thereby.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, mortgage on, pledge of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Grant of Security Interest. This Grant of Security Interest shall be subject to the terms, provisions, and conditions set forth in the Security Agreement. In the event of an inconsistency between this Grant of Security Interest and the Security Agreement, the language of the Security Agreement shall control.

The Lender's address is:

PNC Bank, National Association
Two Tower Center Blvd.
East Brunswick, NJ 08816

This Grant of Security Interest shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State

without regard to the conflict of law provisions thereof.

Delivery of an executed counterpart of a signature page to this Grant of Security Interest by facsimile or email (.pdf) transmission shall be effective as delivery of a manually executed counterpart.

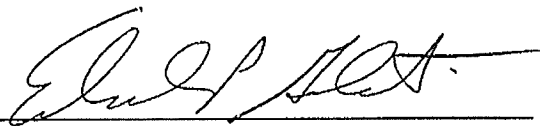
The Grantor expressly acknowledges that this Grant of Security Interest shall be recorded with the United States Patent and Trademark Office in Washington, D.C.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement, and if not defined therein, shall have the meanings assigned to such terms in the Loan Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

NESS USA, INC.

By: 

Name: Edward Galati

Title: Chief Financial Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Registration No.	Registration Date
NESS	4105721	February 28, 2012
NESSMART	4230971	October 23, 2012
NESS FINANCIAL DATA ENTERPRISE	3530412	November 11, 2008
NESS TECHNOLOGIES	2488550	January 4, 2000
SURVVI	5484951	June 5, 2018
LINIUM	2881798	September 7, 2004

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date
POWER OF THE PLATFORM	87641769	October 11, 2017

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