

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623524

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Trademark Security Agreement Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association		01/31/2021	National Banking Association: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ness USA, Inc.		
<b>Street Address:</b>	300 Frank W. Burr Blvd.		
<b>City:</b>	Teaneck		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07666		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5484951	SURVVI	
<b>Registration Number:</b>	2881798	LINIUM	
<b>Registration Number:</b>	5766702	POWER OF THE PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	12128367319		
<b>Email:</b>	paul.somelofske@arnoldporter.com		
<b>Correspondent Name:</b>	Paul J. Somelofske		
<b>Address Line 1:</b>	c/o Arnold & Porter Kaye Scholer LLP		
<b>Address Line 2:</b>	Room 911		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	02/01/2021		
<b>Total Attachments: 5</b>			
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## PARTIAL TRADEMARK SECURITY AGREEMENT RELEASE

This PARTIAL TRADEMARK SECURITY AGREEMENT RELEASE (this “**Release**”), dated January 31, 2021, is made by and between NESS USA, INC. and its Affiliates (the “**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION (in such capacity, the “**Lender**”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, 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 the Grantor, Ness Technologies (East) B.V., Ness Europe Technologies B.V., Natil Technologies Ltd., Ness Technologies S.à r.l., Jersey Holding Corporation, Ness Technologies, Inc., Linium, LLC, and the Lender;

WHEREAS, in connection with the Loan Agreement, the Grantor and other entities party thereto from time to time 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;

WHEREAS, 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 certain trademarks and executed and delivered that certain Grant of Security Interest, dated as of March 28, 2019, in favor of the Lender, as recorded with the United States Patent and Trademark Office on April 1, 2019 at Reel 6605, Frame 0612-0618 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”); and

WHEREAS, the Lender wishes to release its security interest in and to the Trademarks (as defined in the Trademark Security Agreement) listed on Schedule I hereto, together with the goodwill of the business symbolized by such Trademarks and the customer lists and records related to such 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 (collectively, the “**Trademark Collateral**”).

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

SECTION 1. Release of Security Interest. The Lender hereby releases, discharges and relinquishes its security interest in, and all right, title and interest in and to, the Trademark Collateral, including the Trademarks listed on Schedule I hereto, and all goodwill associated therewith. If and to the extent the Lender has acquired any right, title or interest in and to the Trademark Collateral, the Lender hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

SECTION 2. Recordation. The Lender authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

SECTION 3. Further Assurances. The Lender agrees to take all further actions and use commercially reasonable efforts to provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release, in each case at the expense of the Grantor (including attorneys' fees and expenses).

SECTION 4. GOVERNING LAW. THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

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

**PNC BANK, NATIONAL ASSOCIATION**

By: *Eleanor Orlando*

Name: Eleanor Orlando

Title: Vice President

Acknowledged and Agreed to  
as of the date first above written:

**NESS USA, INC.**

By: \_\_\_\_\_

Name:

Title:

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

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to  
as of the date first above written:

NESS USA, INC.

By: Ed Galati  
Name: Edward Galati  
Title: Chief Financial Officer

SCHEDULE I  
to  
PARTIAL TRADEMARK SECURITY AGREEMENT RELEASE

Mark	Registration No.	Registration Date
SURVVI	5484951	June 5, 2018
LINIUM	2881798	September 7, 2004
POWER OF THE PLATFORM	5766702	June 4, 2019