

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC BANK, NATIONAL ASSOCIATION		12/22/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NESS USA, INC.		
<b>Street Address:</b>	300 Frank W. Burr Blvd		
<b>Internal Address:</b>	7th Floor		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4105721	NESS	
<b>Registration Number:</b>	4230971	NESSSMART	
<b>Registration Number:</b>	3530412	NESS FINANCIAL DATA ENTERPRISE	
<b>Registration Number:</b>	2488550	NESS TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212.848.7374		
<b>Email:</b>	Sophie.Zander@Shearman.com		
<b>Correspondent Name:</b>	Sophia Zander		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	36295/100		
<b>NAME OF SUBMITTER:</b>	Sophia Zander		
<b>SIGNATURE:</b>	/Sophia Zander/		
<b>DATE SIGNED:</b>	12/27/2022		

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**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interests in Intellectual Property (the "Termination and Release") is granted, as of December 22, 2022, by the Lender (as hereinafter defined) to the Grantor (as hereinafter defined).

**WITNESSETH:**

WHEREAS, in connection with that certain Loan Agreement, dated March 28, 2019, by and among Ness USA, Inc., Ness Technologies (East) B.V., Ness Europe Technologies B.V., Natil Technologies Ltd. (collectively, the "Borrowers"), Ness Technologies S.à r.l., Jersey Holding Corporation, Ness Technologies, Inc., and Linium, LLC (the "Guarantors"), and PNC Bank, National Association (the "Lender") (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") and pursuant to that certain Grant of Security Interest - Trademarks, effective as of March 28, 2019, by Ness USA, Inc. (the 'Grantor') in favor of the Lender (as amended, restated, modified or supplemented from time to time, the "IP Security Agreement"), Grantor granted security interests (the "Security Interests") to the Lender in the Collateral (as hereinafter defined) of the Grantor; and

WHEREAS, the Security Interests were recorded in the United States Patent and Trademark Office on April 1, 2019, at Reel 6605, Frame 0612; and

WHEREAS, Lender and Grantor entered into that certain Partial Trademark Security Agreement Release dated January 31, 2021, releasing part of the Security Interests, which was recorded at the United States Patent and Trademark Office on February 1, 2021, at Reel 7175, Frame 0573; and

WHEREAS, the Lender now desires to terminate the IP Security Agreement and release the entirety of its Security Interests in the Collateral owned by Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Collateral: The term "Collateral," as used herein, shall have the meaning set forth in the IP Security Agreement, and shall include the Grantor's respective right, title and interest in and to the following:

- (i) the trademark and service mark registrations and applications set forth in Schedule A attached hereto, together with the goodwill symbolized thereby (the "Trademarks");

- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor, as applicable, accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

2. Release of Security Interests: The Lender hereby terminates the IP Security Agreement, and hereby terminates, releases and discharges any and all Security Interests in or to the Collateral, and any right, title or interest of the Lender in or to such Collateral shall hereby immediately cease and become void.

3. Authorization: The Lender hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other jurisdictions where any Collateral is registered, to release the above-referenced Security Interests.

4. Further Assurances: At the request and sole expense of Grantor, the Lender shall execute and deliver to the Grantor, their successors, assigns, or other legal representatives, any such additional documents as Grantor may reasonably request to evidence and more fully and effectively effectuate the termination and release of the Security Interests.

5. Miscellaneous. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement and/or the IP Security Agreement, as applicable, to the extent defined therein.

\* \* \*

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**LENDER:**

PNC Bank, National Association

By: Lauren M. Potts

Name: Lauren M. Potts  
Title: Vice President

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
NESS	4105721	February 28, 2012
NESSMART	4230971	October 23, 2012
NESS FINANCIAL DATA ENTERPRISE	3530412	November 11, 2008
NESS TECHNOLOGIES	2488550	January 4, 2000