

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
IGATE HOLDING CORPORATION		10/09/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MASTECH TRADEMARK SYSTEMS, INC.		
<b>Street Address:</b>	1000 Commerce Drive		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15275		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2586085	EMPLIFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-288-3233		
<b>Email:</b>	ptoipinbox@reedsmith.com		
<b>Correspondent Name:</b>	Jody L. Burtner, Senior Paralegal		
<b>Address Line 1:</b>	P.O. Box 488		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230-0488		
<b>ATTORNEY DOCKET NUMBER:</b>	262799.20001.1354		
<b>NAME OF SUBMITTER:</b>	Jody L. Burtner		
<b>Signature:</b>	/Jody L. Burtner/		

CH \$40.00 2586085

Date:

10/13/2008

**Total Attachments: 4**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is executed as of this 9<sup>th</sup> day of October, 2008, by **IGATE HOLDING CORPORATION**, a corporation organized and existing under the laws of the State of Delaware ("**Assignor**"), and delivered to, and in favor of **MASTECH TRADEMARK SYSTEMS, INC.**, a corporation organized and existing under the laws of the State of Delaware ("**Assignee**").

### **Recitals**

WHEREAS, upon the terms and subject to the conditions set forth in that Separation and Distribution Agreement, dated September 30, 2008 (the "**Separation Agreement**"), iGATE Corporation, Assignor's ultimate parent, agreed to convey to Mastech Holdings, Inc., Assignee's ultimate parent and Mastech Holdings, Inc., or a member of the Mastech Group (as defined in the Separation Agreement) agreed to accept all of the Mastech Assets (as defined in the Separation Agreement), including but not limited to, all right, title and interest in and to the marks and names, for use alone or in conjunction with other marks and names, as set forth on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "**Marks**").

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and pursuant to the terms of the Separation Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and acquires from Assignor, all of Assignor's rights, title and interest in the Marks, including but not limited to (a) the Marks themselves, along with the goodwill associated with the Marks and including all applications for registrations and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including, without limitation, common law rights, pertaining thereto to the end of the terms for which the said Marks have been or will be granted and any extensions thereof; and (b) without limitation to the foregoing, all of Assignor's right, title and interest in and to any and all causes of action, claims, demands or other rights occasioned from or because of any and all past, present and future infringement of any of the Marks, including, without limitation, all rights to recover damages (including, without limitation, attorneys' fees), profits and injunctive or other relief for such infringement, with the right to sue for, and collect the same for its own use and benefit.
2. **Assignee Acceptance**. Assignee hereby accepts the assignment, transfer and conveyance of Assignor's rights, title and interest in and to the Marks.
3. **Separation Agreement**. This Assignment is being executed and delivered pursuant to, and shall be construed in accordance with, the Separation Agreement. The parties hereby agree and acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Separation Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided therein.

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**TRADEMARK ASSIGNMENT**

4. **Recordation and Issuance.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and as appropriate, the respective trademark offices or governmental agency in each jurisdiction other than the United States, to record this assignment and requests any official whose duty it is to issue registrations for trademarks and/or service marks to issue each and every such registration to be granted upon the Marks in any and all countries, in the name of the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment. The Assignee shall have the right to file trademark applications in any country based on the Marks.
5. **Further Assurances.** Assignor hereby agrees that it shall from time to time, at the request of the Assignee, promptly execute and deliver, or cause to be executed and delivered, such instruments, applications and documents, and take such other actions as the Assignee may reasonably request, in order to (a) vest fully and effectively in Assignee all of Assignor's rights in the Marks, (b) aid in securing and maintaining protection for the Marks throughout the world, including, without limitation, cooperating, at Assignee's expense, in any proceedings involving examinations, opposition and cancellation proceedings, priority contests, interferences, court actions and the like, and (c) otherwise consummate more effectively the transactions contemplated hereby.
6. **Amendments.** This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto.
7. **Severability.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.
8. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.
9. **Headings.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.
10. **Counterparts.** This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.


**TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

**IGATE HOLDING CORPORATION,  
ASSIGNOR**

By:   
Name: HANESHI MURTHY  
Title: CEO

**MASTECH TRADEMARK SYSTEMS, INC.,  
ASSIGNEE**

By:   
Name: Steven J. Shangold  
Title: President

**SCHEDULE A**

**MARKS**

**Registrations**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
EMPLIFI	US	2586085	6/25/2002

**Common Law Marks And Names**

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