

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sescoi USA, Inc.		02/15/2013	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	HSBC Corporate Trustee Company (UK) Limited, in its capacity as security agent
Street Address:	8 Canada Square, Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	48075
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2960187	HVR
Registration Number:	2270141	SESCOI
Registration Number:	1749267	SESCOI
Registration Number:	2252810	WORKNC
Registration Number:	1750723	WORKNC
Registration Number:	3169625	WORKNC CAD
Registration Number:	2976784	WORKNC-CAD
Registration Number:	2357891	WORK SESCOI PLAN

CORRESPONDENCE DATA

Fax Number: 4152687522
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 415-268-6538
 Email: antoniawong@mofo.com
 Correspondent Name: Jennifer Lee Taylor of Morrison Foerster

Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 56737-16

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jennifer Lee Taylor

Signature: /JLT/

Date: 02/27/2013

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 15, 2013, is made between SESCOI USA, INC., a Michigan corporation (the "Grantor"), and HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, in its capacity as security agent for the Secured Parties referred to below (in such capacity, the "Security Agent").

BV Acquisitions Sarl, a private limited liability company registered in the Luxembourg Register of Commerce and Companies with registration number B 151.775 (the "Parent"), Vero Software Limited, a company incorporated under the laws of England and Wales with company number 03461213, as original borrower, certain subsidiaries of the Parent named therein as guarantors (including the Grantor named herein), the several financial institutions named therein as lenders, HSBC Bank plc, in its capacity as mandated lead arranger, the Security Agent, and HSBC Bank plc in its capacity as the agent of the Finance Parties, are parties to a Senior Multicurrency Term and Revolving Facilities Agreement dated September 30, 2011, as amended on March 5, 2012 and amended and restated on December 28, 2012 (as amended, modified, renewed or extended from time to time, the "Facilities Agreement").

In connection therewith, pursuant to the Accession Agreement, dated as of February 15, 2013 (the "Accession Agreement"), to the Security Agreement, dated as of November 30, 2011 (together with the Accession Agreement, as amended, modified, renewed or extended from time to time, the "Security Agreement"), between the Grantor and the Security Agent, Grantor has granted to the Security Agent a security interest in all of Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations. To supplement Security Agent's security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Interpretation. The rules of interpretation set forth in Clause 1.2 of the Facilities Agreement shall be applicable to this Agreement and are incorporated herein by this reference. Additionally, in this Agreement, except to the extent the context otherwise requires: (i) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (ii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; and (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Security Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Security Agent with respect to the security interests granted herein are without prejudice to, and are

in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Security Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Security Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Security Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Security Agent may record this Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Security Agent, the other Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Facilities Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the

remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

SESCOI USA, INC

By: 

Name: RICHARD SMITH

Title: VICE PRESIDENT

Address: _____

Attn: _____

Fax No.: _____

Email: _____

THE SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED

By: _____

Name: _____

Title: _____

Address: _____

8 Canada Square

London E14 5HQ

Attn: _____

Fax No.: _____

Email: _____

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

SESCOI USA, INC.

By: _____

Name:

Title:

Address:

Attn: _____

Fax No.: _____

Email: _____

THE SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED

By:  _____

Name:

Title:

Address:

8 Canada Square
London E14 5HQ

Attn: _____

Fax No.: _____

Email: _____

Jason Blondell
Authorised Signatory

[Signature Page to Patent and Trademark Security Agreement]

sf-3244981

SCHEDULE A
to the Patent and Trademark Security Agreement

SESCOI USA, INC.

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
None			

A-1.

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
None			

SCHEDULE B
to the Patent and Trademark Security Agreement

SESCOI USA, INC.

U.S. Trademarks of the Grantor

Trademark	Reg. No.	Reg. Date
HVR	2,960,187	07/06/2005
Sescoi	2270141	17/08/1999
Sescoi	1749267	26/01/1993
WorkNC	2252810	15/06/1999
WorkNC	1750723	02/02/1993
WorkNC-CAD	3,169,625	07/11/2006
WorkNC-CAD	2,976,784	26/07/2005
WorkPLAN	2357891	13/06/2000

B-1.

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
None			

B-2.

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