

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Second Lien U.S. Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daptiv Solutions, LLC		08/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Agent		
Street Address:	330 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77193477	DAPTIV	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<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:	2136836305		
Email:	floraresendiz@paulhastings.com		
Correspondent Name:	Flora Resendiz		
Address Line 1:	515 South Flower Street		
Address Line 2:	Twenty-Fifth Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Flora Resendiz		
SIGNATURE:	/Flora Resendiz/		
DATE SIGNED:	08/18/2014		
Total Attachments: 21			
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TRADEMARK

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AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT** (this "Amendment") is entered into as of August 18, 2014, by and among New Grantor (defined below), the Grantors listed on the signature pages hereof, and **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Second Lien U.S. Trademark Security Agreement, dated as of February 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor") and Agent, or, if not defined therein, that certain Second Lien Credit Agreement, dated as of February 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the lenders party thereto, and Agent.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on or about February 13, 2014 at Reel 5216, Frame 0198; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by joining Daptiv Solutions, LLC, a Delaware limited liability company ("New Grantor") and by amending Schedule I to the Trademark Security Agreement to add the trademark appearing on Exhibit A hereto, and the Grantors and Agent have agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

2. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademark appearing on Exhibit A hereto (the "Additional Trademark"), and such Additional Trademark shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group to secure the Secured Obligations, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers; as of the day and year first above written.

"New Grantor"

DAPTIV SOLUTIONS, LLC, a Delaware limited liability company

By: **CHANGEPOINT USA LLC**, a Delaware limited liability company, its sole member and manager

By: **CHANGEPOINT B.V.** a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

By: _____
Name: **Adriaan Jan van Schetsen**
Title: **Director**

By: _____
Name: **Robb Warwick**
Title: **Director**

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005347 FRAME: 0294

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.


"New Grantor"

DAPTIV SOLUTIONS, LLC, a Delaware limited liability company

By: CHANGEPOINT USA LLC, a Delaware limited liability company, its sole member and manager

By: CHANGEPOINT B.V. a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

By: _____
Name: Adriaan Jan van Schetsen
Title: Director

By: 
Name: Robb Warwick
Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005347 FRAME: 0295

"Grantors"

M4 GLOBAL SOLUTIONS HOLDING
COÖPERATIEF U.A., a cooperative incorporated
and existing under the laws of the Netherlands

By: 

Name: Hendrik Jan Witsenburg

Title: Director

By: _____

Name: Robb Warwick


Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT]

"Grantors"

**M4 GLOBAL SOLUTIONS HOLDING
COÖPERATIEF U.A.**, a cooperative incorporated
and existing under the laws of the Netherlands

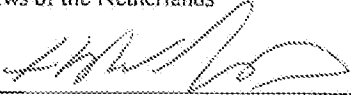
By: _____
Name: Hendrik Jan Witsenburg
Title: Director

By:  _____
Name: Robb Warwick
Title: Director

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SECURITY AGREEMENT]

TRADEMARK
REEL: 005347 FRAME: 0297

M4 GLOBAL SOLUTIONS HOLDING B.V., a private company with limited liability incorporated under the laws of the Netherlands

By: 
Name: Hendrik Jan Witsenburg
Title: Director

By: _____
Name: Robb Warwick
Title: Director

CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands

By: _____
Name: Adriaan Jan van Schetsen
Title: Director

By: _____
Name: Robb Warwick
Title: Director

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By: _____
Name: Hendrik Jan Witsenburg
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By: _____
Name: Robb Warwick
Title: Director

CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands

By: _____
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By: _____
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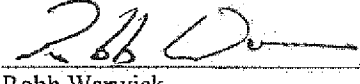
M4 GLOBAL SOLUTIONS HOLDING B.V., a private company with limited liability incorporated under the laws of the Netherlands

CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands

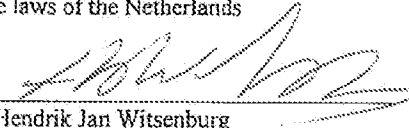
By: _____
Name: Hendrik Jan Witsenburg
Title: Director

By: _____
Name: Adriaan Jan van Schetsen
Title: Director

By: 
Name: Robb Warwick
Title: Director

By: 
Name: Robb Warwick
Title: Director

CW PROFESSIONAL SERVICES B.V., a private company with limited liability incorporated under the laws of the Netherlands

By: 
Name: Hendrik Jan Witsenburg
Title: Director

By: _____
Name: Robb Warwick
Title: Director

UNIFACE B.V., a private company with limited liability incorporated under the laws of the Netherlands

By: _____
Name: Adriaan Jan van Schetsen
Title: Director

By: _____
Name: Robb Warwick
Title: Director

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CW PROFESSIONAL SERVICES B.V., a
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under the laws of the Netherlands

By: _____
Name: Hendrik Jan Witsenburg
Title: Director

By: _____
Name: Robb Warwick
Title: Director

UNIFACE B.V., a private company with limited
liability incorporated under the laws of the
Netherlands

By: _____
Name: Adriaan Jan van Schetsen
Title: Director


By: _____
Name: Robb Warwick
Title: Director

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TRADEMARK
REEL: 005347 FRAME: 0302


CW PROFESSIONAL SERVICES B.V., a
private company with limited liability incorporated
under the laws of the Netherlands

By: _____
Name: Hendrik Jan Witsenburg
Title: Director

By: 
Name: Robb Warwick
Title: Director

UNIFACE B.V., a private company with limited
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Name: Adriaan Jan van Schetsen
Title: Director

By: 
Name: Robb Warwick
Title: Director


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TRADEMARK
REEL: 005347 FRAME: 0303


CHANGEPOINT CANADA ULC, an unlimited liability company incorporated under the laws of British Columbia

By: 
Name: Robb Warwick
Title: Director

UNIFACE CANADA ULC, an unlimited liability company incorporated under the laws of British Columbia

By: 
Name: Robb Warwick
Title: Director

CW PROFESSIONAL SERVICES (CANADA) ULC, an unlimited liability company incorporated under the laws of British Columbia

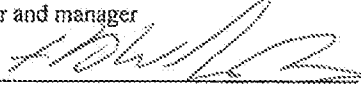
By: 
Name: Robb Warwick
Title: Director

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TRADEMARK
REEL: 005347 FRAME: 0304

M4 GLOBAL SOLUTIONS MANAGEMENT
LLC, a Delaware limited liability company

By: M4 GLOBAL SOLUTIONS HOLDING B.V.,
a private company with limited liability
incorporated under the laws of the Netherlands, its
sole member and manager

By: 
Name: Hendrik Jan Witsenburg
Title: Director

By: _____
Name: Robb Warwick
Title: Director

CHANGEPOINT USA LLC, a Delaware limited
liability company

By: CHANGEPOINT B.V., a private company
with limited liability incorporated under the laws of
the Netherlands, its sole member and manager

By: _____
Name: Adriaan Jan van Schelsen
Title: Director

By: _____
Name: Robb Warwick
Title: Director

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**M4 GLOBAL SOLUTIONS MANAGEMENT
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Name: Robb Warwick
Title: Director

CHANGEPOINT USA LLC, a Delaware limited
liability company

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By: _____
Name: Adriaan Jan van Schetsen
Title: Director

By: _____
Name: Robb Warwick
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TRADEMARK
REEL: 005347 FRAME: 0306

**M4 GLOBAL SOLUTIONS MANAGEMENT
LLC, a Delaware limited liability company**

By: M4 GLOBAL SOLUTIONS HOLDING B.V.,
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sole member and manager


By: _____
Name: Hendrik Jan Witsenburg
Title: Director

By: 
Name: Robb Warwick
Title: Director

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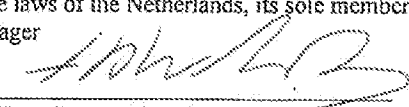
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By: 
Name: Robb Warwick
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SECURITY AGREEMENT]

CW PROFESSIONAL SERVICES LLC, a
Delaware limited liability company

By: CW PROFESSIONAL SERVICES B.V., a
private company with limited liability incorporated
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By: 
Name: Hendrik Jan Witsenburg
Title: Director

By: _____
Name: Robb Warwick
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UNIFACE USA LLC, a Delaware limited liability
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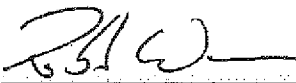
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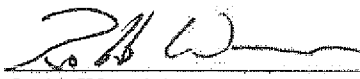
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By:  _____
Name: Robb Warwick
Title: Director

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SECURITY AGREEMENT]

"Agent"

GUGGENHEIM CORPORATE FUNDING, LLC,
a Delaware limited liability company

By: 

Name: Ben Goodman

Title: Attorney-in-Fact

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT]

TRADEMARK

REEL: 005347 FRAME: 0311

SCHEDULE I
to
AMENDMENT NUMBER ONE TO SECOND LIEN U.S. TRADEMARK SECURITY
AGREEMENT

Trademark Registration/Applications

Serial Number:

77193477

Reg. Number:

3632049

Word Mark:

DAPTIV