

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Collabera Inc.		05/31/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	750 Walnut Avenue		
City:	Cranford		
State/Country:	NEW JERSEY		
Postal Code:	07016		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77339520	COLLABERA	
CORRESPONDENCE DATA			
Fax Number:	973-624080		
<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:	9737356128		
Email:	ylonda.cook-euston@wilsonelser.com		
Correspondent Name:	Michael P. Turner, Esq.		
Address Line 1:	200		
Address Line 2:	4th Floor		
Address Line 4:	Florham Park, NEW JERSEY 07932-0668		
ATTORNEY DOCKET NUMBER:	12048.00063 BOA/COLLABERA		
NAME OF SUBMITTER:	Michael P. Turner		
SIGNATURE:	/Michael P. Turner, Esq./		
DATE SIGNED:	06/02/2015		
Total Attachments: 5			
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FIRST AMENDMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This FIRST AMENDMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Amendment") is entered into as of May 31, 2015, among COLLABERA INC., a New Jersey corporation (the "Company") and the BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

RECITALS:

- A. The Company and certain of its Affiliates, as "Grantors", and the Administrative Agent are parties to that certain Security and Pledge Agreement, dated as of April 22, 2014 (the "Security Agreement"), The Security Agreement is being amended contemporaneously herewith (the "Amendment to the Security Agreement").
- B. Pursuant to the Security Agreement, the Company executed and delivered in favor of the Administrative Agent, for the benefit of the Secured Parties, that certain Notice of Grant of Security Interest in Trademarks (the "Notice"). The Notice was recorded in the United States Patent and Trademark Office on April 23, 2014, in Reel 5266, Frame 0718.
- C. Contemporaneously herewith the Company intends to sell all of its Equity Interests in Brillio, LLC ("Brillio"), a wholly owned subsidiary of the Company, and in conjunction with such sale transaction, Brillio is to be released as a Borrower under the Loan Documents, Brillio's property securing the Obligations shall be released from the Liens granted to the Administrative Agent pursuant to the Loan Documents, and the Company's interests in certain of the Trademarks are also to be released from the Liens granted to the Administrative Agent pursuant to the Security Agreement and the Notice.
- D. This Amendment is to be executed and delivered by the Company in conjunction with the Amendment to the Security Agreement.
- E. The Administrative Agent and the Grantors have negotiated certain modifications to the Security Agreement and desire to amend the Notice.

AGREEMENT

- 1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Security Agreement.
- 2. Amendments to the Notice. Schedule 1 annexed to the Notice is hereby amended and restated in its entirety so as to remove certain of the Trademarks from the Lien granted to the Administrative Agent. Schedule 1 (Revised as of May 31, 2015) annexed hereto and made a part hereof, shall, from and after the date hereof, replace and supersede Schedule 1 attached to the Notice.
- 3. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each of the parties hereto

and a copy thereof delivered to each such party (or each such parties' legal counsel).

4. Amendment Controls. Except as amended hereby, the terms and provisions of the Notice remains unchanged, is and shall remain in full force and effect unless and until modified or amended in writing in accordance with its terms, and is hereby ratified and confirmed. In the event of any inconsistency between this Amendment and the Notice, the terms of this Amendment shall control.

[END OF TEXT – SIGNATURE PAGE FOLLOWS]

Execution Version

The undersigned executed this Amendment as of the date stated at the beginning of this Amendment, intending to create an instrument executed under seal.

The Company:

COLLABERA INC., a New Jersey corporation

By: 
Name: SHAM PATEL
Title: CFO

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Sean J. Slattery
Title: Senior Vice President

SCHEDULE 1 (Revised as of May 21, 2015)

Execution Version

The undersigned executed this Amendment as of the date stated at the beginning of this Amendment, intending to create an instrument executed under seal.

The Company:

COLLABERA INC., a New Jersey corporation

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Sean J. Slattery
Title: Senior Vice President

SCHEDULE 1 (Revised ~~2/11/15~~, 2015)

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TRADEMARK
REEL: 005538 FRAME: 0099

Registered Trademark Holdings

Record	Trademark	Status	Goods/Services	Owner
US Federal	COLLABERA SN:77-339520 RN:3,689,993	Registered September 29, 2009	(Int'l Class: 9) Computer networking hardware and software; computer software platforms used for integrating the financial, manufacturing and sales functions of a business and for managing customer service and support functions of a business (Int'l Class: 35) Business project management services in the field of information technology (Int'l Class: 42) Information technology consultation services; providing information in the field of information technology; data warehouse services; computer project management services in the field of information technology	Collabera Inc. (New Jersey Corp.) 25 Airport Road Morristown, New Jersey 07950