

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtusa Corporation		02/25/2016	CORPORATION: DELAWARE
Apparatus, Inc.		02/25/2016	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	Floor 41		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4602706	KORE MANAGED IT SOLUTIONS	
Registration Number:	4602707	KORECONNECT	
Registration Number:	3649973	NINETWELVE	
Registration Number:	3665935	BE WELL DESIGNED	
Registration Number:	3574489	SIMPLIFY IT	
Registration Number:	3150768	APPARATUS	
Registration Number:	3212002	VIRTUSA	
Registration Number:	3878062	ACCELERATING BUSINESS OUTCOMES	
Registration Number:	3036498	PRODUCTIZATION	
Registration Number:	3934481	BPM TEST DRIVE	
CORRESPONDENCE DATA			
Fax Number:	6175747658		
<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:	6175743518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 Atlantic Avenue		
TRADEMARK			

OP \$265.00 4602706

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Stacey A Mordas

SIGNATURE: /s/ Stacey A Mordas

DATE SIGNED: 02/25/2016

Total Attachments: 5

source=trademark security agreement#page1.tif

source=trademark security agreement#page2.tif

source=trademark security agreement#page3.tif

source=trademark security agreement#page4.tif

source=trademark security agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 25, 2016, is made by VIRTUSA CORPORATION, a Delaware corporation ("Virtusa"), and APPARATUS, INC., an Indiana corporation (each, a "Grantor," and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Virtusa, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all extensions and renewals of the foregoing;

(c) all goodwill connected with the use of, and symbolized by, each such Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Jacob Dowden

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Registration Number</u>
Apparatus, Inc.	KORE MANAGED IT SOLUTIONS	U.S.	Sept. 9, 2014	4602706
Apparatus, Inc.	KORECONNECT	U.S.	Sept. 9, 2014	4602707
Apparatus, Inc.	NINETWELVE	U.S.	July 7, 2009	3649973
Apparatus, Inc.	BE WELL DESIGNED	U.S.	Aug. 11, 2009	3665935
Apparatus, Inc.	SIMPLIFY IT	U.S.	Feb. 17, 2009	3574489
Apparatus, Inc.	APPARATUS	U.S.	Oct. 3, 2006	3150768
Virtusa Corporation	VIRTUSA	U.S.	Feb. 27, 2007	3212002
Virtusa Corporation	ACCELERATING BUSINESS OUTCOMES	U.S.	Nov. 16, 2010	3878062
Virtusa Corporation	PRODUCTIZATION	U.S.	Dec. 27, 2005	3036498
Virtusa Corporation	BPM TEST DRIVE	U.S.	Mar. 22, 2011	3934481
Virtusa Corporation	BPM TEST DRIVE	CTM	Nov. 5, 2012	10961613
Virtusa Corporation	ACCELERATING BUSINESS OUTCOMES	CTM	Nov. 5, 2012	10961639

TRADEMARK APPLICATIONS

None.