# 900231682 08/22/2012

# 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
GlobalLogic Inc.		07/31/2012	CORPORATION: DELAWARE
GlobalLogic Design LLC		IN7/31/2N12 I	LIMITED LIABILITY COMPANY: DELAWARE
Method, Inc.		07/31/2012	CORPORATION: CALIFORNIA
Validio Software, LLC		107/31/2012 I	LIMITED LIABILITY COMPANY: WASHINGTON
GlobalLogic Professional Services, Inc.		07/31/2012	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	10 South Dearborn	
Internal Address:	7th floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	CORPORATION: NEW YORK	

# PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	85475243	GLOBALLOGIC	
Registration Number:	2561077	METHOD	
Registration Number:	3051929	METHOD	

## **CORRESPONDENCE DATA**

**Fax Number**: 2029555564

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: kimberly.hoover@hklaw.com

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Correspondent Name: Kimberly Hoover
Address Line 1: 800 17th Street NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	088499-00522
NAME OF SUBMITTER:	Kimberly Hoover
Signature:	/Kimberly Hoover/
Date:	08/22/2012

# Total Attachments: 5

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 31, 2012 (this "Agreement"), among GlobalLogic Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower identified on the signature pages hereto (together with the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to (a) the Pledge and Security Agreement dated as of July 31, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the Subsidiaries of the Borrower identified on the signature pages thereto, and the Administrative Agent and (b) the Credit Agreement dated as of July 31, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders (as defined in the Credit Agreement) party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Lenders, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, and all extensions and renewals thereof, including those listed on <u>Schedule I</u> hereto (the "<u>Trademarks</u>");
- (b) all goodwill associated with or symbolized by the Trademarks; and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;
  - (c) all licenses of the Trademarks, whether as licensee or licensor;

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- (d) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the Trademarks, including the right to settle suits involving claims and demands for royalties owing;
- (f) all assets, rights, and interests that uniquely reflect or embody the Trademarks anywhere in the world; and
- (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all accessions to, substitutions for and replacements of all of the foregoing, and all collateral security and guarantees given by any person with respect to any of the foregoing.
- SECTION 3. <u>Security Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, 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 Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Choice of Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

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

GLOBALLOGIC INC.

Name: C. Wayne Grubbs

Title: Chief Financial Officer

GLOBALLOGIË DESIGN LLC

Name: C. Wayne Grubbs

Title: President

METHOD, IN

Name: C. Wayne Grubbs Title: Vice President

VALIDÍO SOFTWARE, LLC

Name: C. Wayne Grubbs

Title: Chief Executive Officer, President, Chief

Financial Officer and Treasurer

GLOBALLOGIC PROFESSIONAL SERVICES, INC.

Name: 'C. Wayne Grubbs

Title: Treasurer

{Signatures continue on next page.}

Signature Page to Trademark Security Agreement

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

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

Name Justin Kelley

Title: Vice President

# Schedule I

#### **TRADEMARKS**

Name of Grantor	<u> Trademark</u>	Registration Date	<u>Serial</u> <u>Number</u>	Country
Method, Inc.	METHOD	May 30, 2000	837,199	Australia
Method, Inc.	METHOD	February 14, 2000	1,511,013	European Union <sup>1</sup>
Method, Inc. METHOL		April 16, 2002	2,561,077	United States
Method, Inc.	METHOD	January 31, 2006	3,051,929	United States

## TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
GlobalLogic Inc.	GLOBALLOGIC	November 17, 2011	United States 85475243 <sup>2</sup>

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<sup>&</sup>lt;sup>1</sup> Pursuant to the Method Design Lab Limited ("MDL") Shareholders Agreement, Method, Inc. has granted MDL a perpetual royalty-free license to use the name "Method" for so long as Method, Inc. remains a shareholder of MDL. <sup>2</sup> This United States trademark application US application was extended to the World Intellectual Property Organization to create an international registration. The international registration subsequently was "extended" to Europe and the Ukraine. A European application and a Ukrainian application currently are pending.