

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|-----------------------|
| Ciber, Inc. | | 05/07/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wells Fargo Bank, N.A., as Agent |
| Street Address: | 2450 Colorado Avenue, Suite 3000W |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2727335 | ALWAYS ABLE |
| Registration Number: | 1747595 | BIT |
| Registration Number: | 1185100 | CIBER |
| Registration Number: | 2969099 | CIBER |
| Registration Number: | 3014890 | CIBER |
| Registration Number: | 3826632 | CIBERLAW |
| Registration Number: | 3096906 | CIBERSITES |
| Registration Number: | 3663239 | CIBERSPACE |
| Registration Number: | 3447444 | HARBOR MANAGEMENT & SECURITY SYSTEM HMS CIBER |
| Registration Number: | 3447445 | HMS |
| Registration Number: | 2708937 | I |
| Registration Number: | 2726632 | OPTIMIZED DELIVERY MODEL |
| Registration Number: | 2815248 | PM RX |
| Registration Number: | 3891932 | QUICKSERIES |

OP \$465.00 2727335

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|----------------------|---------|--------------|
| Registration Number: | 3054439 | RAPID RETAIL |
| Registration Number: | 2957246 | I |
| Registration Number: | 2047471 | BIT |
| Registration Number: | 1479942 | CIBER |

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson, Paralegal
 Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
 Address Line 2: Ste. 3300
 Address Line 4: Chicago, ILLINOIS 60603

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|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 1989.307 |
| NAME OF SUBMITTER: | Sharon Patterson |
| Signature: | /sharon patterson/ |
| Date: | 05/08/2012 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of May, 2012, by and among Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, N.A.**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CIBER, Inc., a Delaware corporation ("US Borrower"), Ciber UK Ltd., a limited company incorporated in England and Wales ("Ciber UK"), Ciber Europe Limited, a limited company incorporated in England and Wales ("Ciber Europe"; together with Ciber UK, each a "UK Borrower" and collectively, the "UK Borrowers"), Ciber International B.V., a besloten vennootschap met beperkte aansprakelijkheid organized under the laws of the Netherlands ("Ciber International"), Ciber Nederland B.V., a besloten vennootschap met beperkte aansprakelijkheid organized under the laws of the Netherlands ("Ciber Nederland"; together with Ciber International, each a "Dutch Borrower" and collectively, the "Dutch Borrowers"), Ciber Holding GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany ("Ciber German Holdco"), topcontracts GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany ("topcontracts"), Ciber AG, an *Aktiengesellschaft* organized under the laws of Germany ("Ciber Germany") and Ciber Managed Services GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany ("Ciber Services"; together with Ciber German Holdco, topcontracts and Ciber Germany, each a "German Borrower" and collectively, the "German Borrowers") (US Borrower, UK Borrowers, Dutch Borrowers and German Borrowers are referred to hereinafter each individually as a "Borrower" and collectively as "Borrowers"), the lenders party thereto (the "Lenders" and each a "Lender"), and Wells Fargo Bank, N.A., a national banking association, as the lead arranger, the sole book runner and as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 7th, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

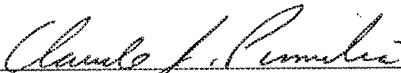
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CIBER, INC., a Delaware corporation

By: 

Name: Claude J. Pumilia

Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

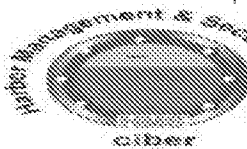
AGENT:

WELLS FARGO BANK, N.A., a national banking
association

By: Peter Positano
Name: Peter Positano
Title: Director

Schedule I

Trademark Registrations/Applications

| GRANTOR | COUNTRY | MARK | APPLICATION/ REGISTRATION NO. | APP/REG DATE |
|--------------|----------------|--|-------------------------------------|--------------------|
| CIBER, Inc. | European Union | ALWAYS ABLE | 3064011 | May 18, 2004 |
| CIBER, Inc. | European Union | CIBER (STYLIZED) | 3072171 | Jun 25, 2004 |
| CIBER, Inc. | European Union | CIBER EUROPE | 3016680 | May 3, 2005 |
| CIBER, Inc. | European Union | CIBER NOVASOFT | 4186573 | Feb 15, 2006 |
| CIBER, Inc. | European Union | CIBER SOLUTIONS PARTNERS | 2656379 | Sep 26, 2003 |
| CIBER, Inc. | European Union | ciber | 4186565 | September 12, 2004 |
| CIBER, Inc. | United States | ALWAYS ABLE | 2727335 | Jun 17, 2003 |
| CIBER, Inc. | United States | BIT | 1747595 | Jan 19, 1993 |
| CIBER, Inc.. | United States | CIBER | 1185100 | Jan 5, 1982 |
| CIBER, Inc. | United States | CIBER | 2969099 | Jul 19, 2005 |
| CIBER, Inc. | United States | CIBER | 3014890 | Nov 15, 2005 |
| CIBER, Inc. | United States | CIBERLAW | 3826632 | Jul 27, 2010 |
| CIBER, Inc. | United States | CIBERSITES | 3096906 | May 23, 2006 |
| CIBER, Inc. | United States | CIBERSPACE | 3663239 | Aug 4, 2009 |
| CIBER, Inc. | United States | HARBOR MANAGEMENT & SECURITY SYSTEMS HMS CIBER & DESIGN  | 3447444 | Jun 17, 2008 |
| CIBER, Inc. | United States | HMS | 3447445 | Jun 17, 2008 |
| CIBER, Inc. | United States | I (STYLIZED) | 2708937 | Apr 22, 2003 |
| CIBER, Inc. | United States | OPTIMIZED DELIVERY MODEL | 2726632 | Jun 17, 2003 |
| CIBER, Inc. | United States | PM RX | 2815248 | Feb 17, 2004 |

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| CIBER, Inc. | United States | QUICKWEAR | 3894932 | Dec 21, 2010 |
| CIBER, Inc. | United States | RAPID RETAIL | 3054439 | Jan 31, 2006 |
| CIBER, Inc. | United States | I (STYLIZED) | 2957246 | May 31, 2005 |
| CIBER, Inc. | United States | BIT | 2047471 | Mar 25, 1997 |
| CIBER, Inc. | United States | CIBER | 1479942 | Mar 08, 1988 |