

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pactera Technology International Ltd.		07/30/2018	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Madison Pacific Trust Limited		
Street Address:	Suite 1702, 18 Harcourt Road		
Internal Address:	Tower One		
City:	Hong Kong		
State/Country:	CHINA		
Entity Type:	Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4324537	PACTERA	
Registration Number:	4324536	PACTERA	
Registration Number:	4324209	PACTERA	
Registration Number:	4324205	PACTERA	
CORRESPONDENCE DATA			
Fax Number:	2157512205		
<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:	215-751-2122		
Email:	trademarks@schnader.com		
Correspondent Name:	W. Drew Kastner		
Address Line 1:	1600 Market Street, Suite 3600		
Address Line 2:	Schnader Harrison Segal & Lewis LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
DOMESTIC REPRESENTATIVE			
Name:	W. Drew Kastner		
Address Line 1:	1600 Market Street, Suite 3600		
Address Line 2:	Schnader Harrison Segal & Lewis LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

CH \$115.00 4324537

NAME OF SUBMITTER:	W. Drew Kastner
SIGNATURE:	/wdrewkastner/
DATE SIGNED:	07/31/2018
Total Attachments: 5 source=PACTERA signed agreement#page1.tif source=PACTERA signed agreement#page2.tif source=PACTERA signed agreement#page3.tif source=PACTERA signed agreement#page4.tif source=PACTERA signed agreement#page5.tif	

THIS OFFSHORE FACILITY TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND COLLATERAL AGENCY AGREEMENT, DATED AS OF MARCH 27, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) AMONG WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT, MADISON PACIFIC TRUST LIMITED, AS COLLATERAL AGENT, AND EACH ADDITIONAL COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO AND ACKNOWLEDGED AND AGREED BY THE GRANTORS IDENTIFIED THEREIN.

OFFSHORE FACILITY TRADEMARK SECURITY AGREEMENT

Offshore Facility Trademark Security Agreement, dated as of July 30, 2018, by PACTERA TECHNOLOGY INTERNATIONAL LTD., a Cayman Islands corporation with a principal place of business c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands (“**Grantor**”), in favor of MADISON PACIFIC TRUST LIMITED, a limited company incorporated in Hong Kong with a principal place of business at Suite 1702, 18 Harcourt Road, Tower One, Hong Kong, Peoples Republic of China (PRC), in its capacity as Collateral Agent pursuant to the Offshore Facility Security Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is a party to an Offshore Facility Security Agreement dated as of July 30, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Finance Documents (as defined in the Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the following Collateral (excluding any Excluded Assets) of such Grantor: all registered Trademarks of such Grantor listed on Schedule I attached hereto and the goodwill associated therewith (the “**Trademark Collateral**”).

Section 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and

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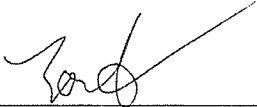
affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. The parties agree that this Trademark Security Agreement may be recorded with the USPTO to publicly designate the rights and interests of the Collateral Agent and the Secured Parties herein and the Grantor authorizes the Collateral Agent and the Secured Parties to record this Trademark Security Agreement with the USPTO. Without prejudice to the foregoing, the Grantor authorizes counsel to the Grantor, and confirms to the Collateral Agent that it shall instruct counsel to the Grantor, to record this Trademark Security Agreement with the USPTO on or about the date hereof and shall provide written evidence of such record promptly thereafter.

Section 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the Grantor's expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement which Grantor may record with the USPTO.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Pages Follow]

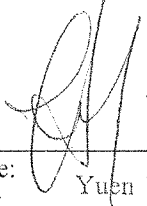
PACTERA TECHNOLOGY INTERNATIONAL
LTD.

By: 
Name: Zhang Tao
Title: CFO

[SIGNATURE PAGE TO THE OFF-SHORE FACILITY TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006397 FRAME: 0056

MADISON PACIFIC TRUST LIMITED, as Collateral Agent

By:  _____

Name: Yuen Wai San (Holly)
Title: Director

[SIGNATURE PAGE TO THE OFFSHORE FACILITY TRADEMARK SECURITY AGREEMENT]

Schedule I to the
Offshore Facility Trademark Security Agreement
(Trademark Registrations and Use Applications)

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Pactera Technology International Ltd.	Serial Number: 85761592 Registration Number: 4324537	PACTERA
Pactera Technology International Ltd.	Serial Number: 85761591 Registration Number: 4324536	PACTERA
Pactera Technology International Ltd.	Serial Number: 85718530 Registration Number: 4324209	PACTERA
Pactera Technology International Ltd.	Serial Number: 85718464 Registration Number: 4324205	PACTERA

Applications: None.

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