

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No.)¹

ModusLink Global Solutions, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

60786L107

(CUSIP Number)

STEVEN WOLOSKY, ESQ.
OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

September 29, 2010

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

| | | |
|---|--|---|
| 1 | NAME OF REPORTING PERSON 3 RIVERS ACTIVIST PARTNERS, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 418,000 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 418,000 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 418,000 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) LESS THAN 1% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|------------------------------------|
| 1 | NAME OF REPORTING PERSON GLADIUS INVESTORS, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 63,284 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 63,284 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 63,284 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) LESS THAN 1% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|-------------------------------------|
| 1 | NAME OF REPORTING PERSON LCV CAPITAL MANAGEMENT, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) x (b) o | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 481,284 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 481,284 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 481,284 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1% | |
| 14 | TYPE OF REPORTING PERSON OO | |

| | | |
|---|--|-------------------------------------|
| 1 | NAME OF REPORTING PERSON LODOVICO DE VISCONTI | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION USA | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 481,284 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 481,284 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 481,284 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1% | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|--|---------------------------------------|
| 1 | NAME OF REPORTING PERSON RAGING CAPITAL FUND, LP | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 1,086,352 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 1,086,352 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,086,352 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.5% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|-------------------------------------|
| 1 | NAME OF REPORTING PERSON RAGING CAPITAL FUND (QP), LP | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 758,951 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 758,951 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 758,951 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.7% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|---|
| 1 | NAME OF REPORTING PERSON RAGING CAPITAL MANAGEMENT, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) x (b) o | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 1,845,303 |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 1,845,303 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,845,303 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.2% | |
| 14 | TYPE OF REPORTING PERSON OO | |

| | | |
|---|---|---------------------------------------|
| 1 | NAME OF REPORTING PERSON WILLIAM C. MARTIN | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) x (b) o | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS PF, AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION USA | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 51,000 |
| | 8 | SHARED VOTING POWER 1,845,303 |
| | 9 | SOLE DISPOSITIVE POWER 51,000 |
| | 10 | SHARED DISPOSITIVE POWER 1,845,303 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,886,303 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.3% | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|--|-----------------------------------|
| 1 | NAME OF REPORTING PERSON ANTHONY J. BONIDY | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION USA | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER - 0 - |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER - 0 - |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 - | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) - 0 - | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|--|-----------------------------------|
| 1 | NAME OF REPORTING PERSON JEFFREY J. FENTON | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION USA | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER - 0 - |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER - 0 - |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 - | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) - 0 - | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|---|-----------------------------------|
| 1 | NAME OF REPORTING PERSON KENNETH H. TRAUB | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS PF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION USA | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 35,000 |
| | 8 | SHARED VOTING POWER - 0 - |
| | 9 | SOLE DISPOSITIVE POWER 35,000 |
| | 10 | SHARED DISPOSITIVE POWER - 0 - |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 35,000 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) LESS THAN 1% | |
| 14 | TYPE OF REPORTING PERSON IN | |

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

Item 1. Security and Issuer.

This statement relates to the Common Stock, par value \$0.01 per share (the "Shares"), of ModusLink Global Solutions, Inc. (the "Issuer"). The address of the principal executive offices of the Issuer is 1100 Winter Street, Waltham, Massachusetts 02451.

Item 2. Identity and Background.

(a) This statement is filed by 3 Rivers Activist Partners, L.P., a Delaware limited partnership ("3 Rivers"), Gladius Investors, L.P., a Delaware limited partnership ("Gladius"), LCV Capital Management, LLC, a Delaware limited liability company ("LCV"), Lodovico de Visconti, Raging Capital Fund, LP, a Delaware limited partnership ("Raging Capital Fund"), Raging Capital Fund (QP), LP, a Delaware limited partnership ("Raging Capital Fund QP"), Raging Capital Management, LLC, a Delaware limited liability company ("Raging Capital"), William C. Martin, Anthony J. Bonidy, Jeffrey J. Fenton and Kenneth H. Traub. Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons."

LCV is the general partner of each of 3 Rivers and Gladius. Mr. de Visconti serves as the managing member of LCV.

Raging Capital is the general partner of each of Raging Capital Fund and Raging Capital Fund QP. Mr. Martin serves as the managing member of Raging Capital.

(b) The principal business address of each of 3 Rivers, Gladius, LCV, Mr. de Visconti and Mr. Bonidy is Fifteen Churchill Road, Suite 1000, Pittsburgh, Pennsylvania 15235.

The principal business address of each of Raging Capital Fund, Raging Capital Fund QP, Raging Capital and Mr. Martin is 254 Witherspoon Street, Princeton, New Jersey 08542.

The principal business address of Mr. Fenton is 604 Whispering Pines Drive, Pittsburgh, Pennsylvania 15238.

The principal business address of Mr. Traub is 2 Applegate Drive, Robbinsville, New Jersey 08691.

(c) The principal business of each of 3 Rivers and Gladius is investing in securities. The principal business of LCV is serving as the general partner of each of 3 Rivers and Gladius. The principal occupation of Mr. de Visconti is serving as the managing member of LCV.

The principal business of each of Raging Capital Fund and Raging Capital Fund QP is investing in securities. The principal business of Raging Capital is serving as the general partner of each of Raging Capital Fund and Raging Capital Fund QP. The principal occupation of Mr. Martin is serving as the managing member of Raging Capital.

The principal occupation of Mr. Bonidy is serving as Operating Principal of LCV. The principal occupation Mr. Fenton is serving as Principal of Devonshire Advisors LLC, an investment advisory services firm. The principal occupation of Mr. Traub is serving as President and CEO of Ethos Management, a private investment and consulting firm.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of Messrs. de Visconti, Martin, Bonidy, Fenton and Traub is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

The aggregate purchase price of the 481,284 Shares beneficially owned by LCV is approximately \$2,442,003, including brokerage commissions. The Shares beneficially owned by LCV consist of 418,000 Shares that were acquired with 3 Rivers' working capital and 63,284 Shares that were acquired with Gladius' working capital.

The aggregate purchase price of the 1,845,303 Shares beneficially owned by Raging Capital is approximately \$11,038,049, including brokerage commissions. The Shares beneficially owned by Raging Capital consist of 1,086,352 Shares that were acquired with Raging Capital Fund's working capital and 758,951 Shares that were acquired with Raging Capital Fund QP's working capital.

The aggregate purchase price of the 51,000 Shares owned directly by Mr. Martin is approximately \$322,590.

The aggregate purchase price of the 35,000 Shares owned directly by Mr. Traub is approximately \$236,466.

The securities reported herein are held primarily in margin accounts maintained with prime brokers, which may extend margin credit as and when required to open or carry positions in the margin accounts, subject to applicable federal margin regulations, stock exchange rules and the prime brokers' credit policies. In such instances, the positions held in the margin accounts are pledged as collateral security for the repayment of debit balances in the accounts.

Item 4. Purpose of Transaction.

The Reporting Persons have established "The Moduslink Full Value Committee" for the purpose of seeking representation on the Board of Directors of the Issuer (the "Board"). In furtherance of the foregoing, on September 10, 2010, 3 Rivers delivered a letter to the Corporate Secretary of the Issuer nominating Anthony J. Bonidy, Jeffrey J. Fenton and Kenneth H. Traub (collectively, the "Nominees") to be elected to the Board at the 2010 annual meeting of stockholders of the Issuer, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof.

The Reporting Persons have engaged in discussions with the Issuer to try to reach an agreement regarding Board representation and certain corporate governance changes that the Reporting Persons believe would enhance shareholder value. Unfortunately, the Reporting Persons have been unable to reach an agreement with the Issuer. As a result, on October 7, 2010, the Reporting Persons sent a letter to the Issuer expressing their belief that the full potential of the Issuer is not being realized due to shortcomings in the Company's operational and capital market strategies and their concerns regarding the Issuer's corporate governance practices. The Reporting Persons also called on the Issuer to immediately implement a \$ 50 to \$75 million share repurchase program and align executive compensation with performance. A copy of the letter is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The Reporting Persons purchased the Shares based on their belief that the Shares, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase of additional Shares desirable, the Reporting Persons may endeavor to increase their respective positions in the Issuer through, among other things, the purchase of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon completion of any of the actions discussed above. The Reporting Persons intend to review their respective investments in the Issuer on a continuing basis and engage in discussions with management, the Board of Directors and shareholders of the Issuer concerning the business, operations and future plans of the Issuer. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their respective investments in the Issuer as they deem appropriate including, without limitation, making proposals to the Issuer concerning changes to the capitalization, the Board, ownership structure or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer.

(a) The aggregate percentage of Shares reported owned by each person named herein is based upon 44,054,393 Shares outstanding as of June 4, 2010, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on June 9, 2010.

As of the date hereof, 3 Rivers owned directly 418,000 Shares, constituting less than 1% of the Shares outstanding. By virtue of their relationships with 3 Rivers discussed in further detail in Item 2, each of LCV and Mr. de Visconti may be deemed to beneficially own the Shares owned by 3 Rivers.

As of the date hereof, Gladius owned directly 63,284 Shares, constituting less than 1% of the Shares outstanding. By virtue of their relationships with Galdius discussed in further detail in Item 2, each of LCV and Mr. de Visconti may be deemed to beneficially own the Shares owned by Gladius.

As of the date hereof, Raging Capital Fund owned directly 1,086,352 Shares, constituting approximately 2.5% of the Shares outstanding. By virtue of their relationships with Raging Capital Fund discussed in further detail in Item 2, each of Raging Capital and Mr. Martin may be deemed to beneficially own the Shares owned by Raging Capital Fund.

As of the date hereof, Raging Capital Fund QP owned directly 758,951 Shares, constituting approximately 1.7% of the Shares outstanding. By virtue of their relationships with Raging Capital Fund QP discussed in further detail in Item 2, each of Raging Capital and Mr. Martin may be deemed to beneficially own the Shares owned by Raging Capital Fund QP.

As of the date hereof, Mr. Martin owned directly 51,000 Shares, constituting less than 1% of the Shares outstanding.

As of the date hereof, Mr. Traub owned directly 35,000 Shares, constituting less than 1% of the Shares outstanding.

As of the date hereof, the members of The Moduslink Full Value Committee collectively owned an aggregate of 2,412,587 Shares, constituting approximately 5.5% of the Shares outstanding.

Each of the Reporting Persons, as a member of a "group" with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), may be deemed to beneficially own the Shares owned by the other Reporting Persons. The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any Shares he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the Shares reported herein that he or it does not directly own.

(b) LCV, Mr. de Visconti and 3 Rivers have shared voting and dispositive power with respect to the Shares owned directly by 3 Rivers. LCV, Mr. de Visconti and Gladius have shared voting and dispositive power with respect to the Shares owned directly by Gladius.

Raging Capital, Mr. Martin and Raging Capital Fund have shared voting and dispositive power with respect to the Shares owned directly by Raging Capital Fund. Raging Capital, Mr. Martin and Raging Capital Fund QP have shared voting and dispositive power with respect to the Shares owned directly by Raging Capital Fund QP. Mr. Martin has sole voting and dispositive power with respect to the Shares he owns directly.

Mr. Traub has sole voting and dispositive power with respect to the Shares he owns directly.

(c) Schedule A annexed hereto lists all transactions in securities of the Issuer during the past sixty days by the Reporting Persons. All of such transactions were effected in the open market.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The Reporting Persons have entered into a Solicitation Agreement, as amended, pursuant to which, among other things, (i) the parties agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer; (ii) the parties agree to solicit proxies or written consents to elect the Nominees and to take all other action necessary or advisable to achieve the foregoing (the "Solicitation"); (iii) the parties agree on procedures for approving press releases and stockholder communications proposed to be made or issued by the Group or any member of the Group; (iv) each of LCV and Raging Capital agree to pay a specified proportional share of all expenses incurred by the Group in connection with the Group's activities that have been approved by LCV and Raging Capital; and (v) the parties agree that the Group shall be referred to as "The ModusLink Full Value Committee". The Solicitation Agreement, as amended, is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

LCV and Raging Capital have entered into indemnification agreements pursuant to which they have agreed to indemnify the Nominees against claims arising from the Solicitation and any related transactions. The indemnification agreements are attached hereto as Exhibits 99.3 through 99.5 and are incorporated herein by reference.

3 Rivers has purchased in the open market from counterparties the right to put to such counterparties up to 413,000 Shares at a price of \$7.50 per Share, if such right is exercised prior to or on December 18, 2010.

3 Rivers has sold in the open market to counterparties the right to call from such counterparties up to 75,000 Shares at a price of \$7.50 per Share, if such right is exercised prior to or on December 18, 2010.

Gladius has purchased in the open market from counterparties the right to put to such counterparties up to 50,000 Shares at a price of \$7.50 per Share, if such right is exercised prior to or on December 18, 2010.

Gladius has sold in the open market to counterparties the right to call from such counterparties up to 25,000 Shares at a price of \$7.50 per Share, if such right is exercised prior to or on December 18, 2010.

Gladius has purchased in the open market from counterparties the right to call from such counterparties up to 23,200 Shares at a price of \$5.00 per Share, if such right is exercised prior to or on December 18, 2010.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

- 99.1 Letter to the Board of Directors of ModusLink Global Solutions, Inc. from LCV Capital Management, LLC and Raging Capital Management, LLC, dated October 7, 2010.
- 99.2 Solicitation Agreement as amended, by and among 3 Rivers Activist Partners, L.P., Gladius Investors, L.P., LCV Capital Management, LLC, Lodovico de Visconti, Raging Capital Fund, LP, Raging Capital Fund (QP), LP, Raging Capital Management, LLC, William C. Martin, Anthony J. Bonidy, Jeffrey J. Fenton and Kenneth H. Traub dated September 16, 2010.
- 99.3 Indemnification Agreement, by and between LCV Capital Management, LLC, Raging Capital Management, LLC and Anthony J. Bonidy dated October 7, 2010.
- 99.4 Indemnification Agreement, by and between LCV Capital Management, LLC, Raging Capital Management, LLC and Jeffrey J. Fenton dated October 7, 2010.
- 99.5 Indemnification Agreement, by and between LCV Capital Management, LLC, Raging Capital Management, LLC and Kenneth H. Traub dated October 7, 2010.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: October 7, 2010

3 RIVERS ACTIVIST PARTNERS, L.P.

By: LCV Capital Management, LLC
General Partner

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

GLADIUS INVESTORS, L.P.

By: LCV Capital Management, LLC
General Partner

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

LCV CAPITAL MANAGEMENT, LLC

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

/s/ Lodovico de Visconti
LODOVICO DE VISCONTI

RAGING CAPITAL FUND, LP

By: Raging Capital Management, LLC
General Partner

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

RAGING CAPITAL FUND (QP), LP

By: Raging Capital Management, LLC
General Partner

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

RAGING CAPITAL MANAGEMENT, LLC

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

/s/ William C. Martin
WILLIAM C. MARTIN

/s/ Anthony J. Bonidy
ANTHONY J. BONIDY

/s/ Jeffrey J. Fenton
JEFFREY J. FENTON

/s/ Kenneth H. Traub
KENNETH H. TRAUB

SCHEDULE ATransactions in the Shares During the Past 60 Days

| <u>Class of Security</u> | <u>Securities Purchased/(Sold)</u> | <u>Price Per Share (\$)</u> | <u>Date of Purchase/Sale</u> |
|--|---|------------------------------------|-------------------------------------|
| <u>3 Rivers Activist Partners, L.P.</u> | | | |
| December 2010 Put Option, (\$7.50 Strike Price) | 1,250 | 1.000 | 09/10/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 1,250 | 1.050 | 09/10/10 |
| Common Stock | 50,000 | 7.3776 | 09/21/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 500 | 0.8531 | 09/21/10 |
| Common Stock | 11,000 | 7.0813 | 09/22/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 110 | 0.9545 | 09/22/10 |
| Common Stock | 6,000 | 6.7217 | 09/28/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 10 | 0.9500 | 09/28/10 |
| Common Stock | 26,000 | 6.1756 | 09/29/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 260 | 1.5346 | 09/29/10 |
| Common Stock | 75,000 | 6.4500 | 10/07/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 750 | 1.3000 | 10/07/10 |
| December 2010 Call Option, (\$7.50 Strike Price) | (750) | 0.1000 | 10/07/10 |
| <u>Gladius Investors, L.P.</u> | | | |
| Common Stock | 20,916 | 6.1726 | 09/29/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 250 | 1.5200 | 09/29/10 |
| Common Stock | 2,268 | 6.2738 | 09/30/10 |
| Common Stock | 4,100 | 6.2610 | 10/04/10 |
| Common Stock | 25,000 | 6.4500 | 10/07/10 |
| December 2010 Put Option, (\$7.50 Strike Price) | 250 | 1.3000 | 10/07/10 |
| December 2010 Call Option, (\$7.50 Strike Price) | (250) | 0.1000 | 10/07/10 |
| December 2010 Call Option, (\$5.00 Strike Price) | 232 | 1.6000 | 10/07/10 |
| Common Stock | 11,000 | 6.3600 | 10/07/10 |
| <u>Raging Capital Fund, LP</u> | | | |
| Common Stock | 5,330 | 6.4100 | 07/29/10 |
| Common Stock | 2,702 | 6.4000 | 08/02/10 |
| Common Stock | 23,664 | 6.4991 | 08/04/10 |
| Common Stock | 14,500 | 6.5000 | 08/05/10 |
| Common Stock | 3,530 | 6.3567 | 08/06/10 |
| Common Stock | 17,400 | 6.2700 | 08/11/10 |
| Common Stock | 8,700 | 6.1700 | 08/12/10 |
| Common Stock | 24,559 | 6.0644 | 08/13/10 |

| <u>Class of Security</u> | <u>Securities Purchased/(Sold)</u> | <u>Price Per Share (\$)</u> | <u>Date of Purchase/Sale</u> |
|--------------------------|------------------------------------|-----------------------------|------------------------------|
| Common Stock | 580 | 5.9700 | 08/19/10 |
| Common Stock | 3,489 | 5.9938 | 08/20/10 |
| Common Stock | 10,229 | 5.9370 | 08/23/10 |
| Common Stock | 10,000 | 5.8400 | 08/24/10 |
| Common Stock | 4,274 | 5.8741 | 08/25/10 |
| Common Stock | 14,500 | 5.9305 | 08/26/10 |
| Common Stock | 5,800 | 5.9000 | 08/27/10 |
| Common Stock | 17,400 | 5.8300 | 08/30/10 |
| Common Stock | 732 | 5.8300 | 09/01/10 |
| Common Stock | 10,498 | 6.4620 | 09/08/10 |
| Common Stock | 9,101 | 6.3981 | 09/08/10 |
| Common Stock | 8,165 | 6.6952 | 09/10/10 |
| Common Stock | 11,815 | 7.0481 | 09/14/10 |
| Common Stock | 11,600 | 7.1234 | 09/17/10 |
| Common Stock | 30,000 | 6.2133 | 09/29/10 |
| Common Stock | 6,093 | 6.2566 | 09/30/10 |

Raging Capital Fund (QP), LP

| | | | |
|--------------|--------|--------|----------|
| Common Stock | 3,859 | 6.4100 | 07/29/10 |
| Common Stock | 1,955 | 6.4000 | 08/02/10 |
| Common Stock | 17,136 | 6.4991 | 08/04/10 |
| Common Stock | 10,500 | 6.5000 | 08/05/10 |
| Common Stock | 2,555 | 6.3567 | 08/06/10 |
| Common Stock | 12,600 | 6.2700 | 08/11/10 |
| Common Stock | 6,300 | 6.1700 | 08/12/10 |
| Common Stock | 17,784 | 6.0644 | 08/13/10 |
| Common Stock | 420 | 5.9700 | 08/19/10 |
| Common Stock | 2,525 | 5.9938 | 08/20/10 |
| Common Stock | 7,407 | 5.9370 | 08/23/10 |

| <u>Class of Security</u> | <u>Securities Purchased/(Sold)</u> | <u>Price Per Share (\$)</u> | <u>Date of Purchase/Sale</u> |
|--------------------------|------------------------------------|-----------------------------|------------------------------|
| Common Stock | 3,094 | 5.8741 | 08/25/10 |
| Common Stock | 10,500 | 5.9305 | 08/26/10 |
| Common Stock | 4,200 | 5.9000 | 08/27/10 |
| Common Stock | 12,600 | 5.8300 | 08/30/10 |
| Common Stock | 529 | 5.8300 | 09/01/10 |
| Common Stock | 7,602 | 6.4620 | 09/08/10 |
| Common Stock | 6,589 | 6.3981 | 09/08/10 |
| Common Stock | 5,911 | 6.6952 | 09/10/10 |
| Common Stock | 38,185 | 7.0481 | 09/14/10 |
| Common Stock | 8,400 | 7.1234 | 09/17/10 |
| Common Stock | 4,411 | 6.2566 | 09/30/10 |

William C. Martin

| | | | |
|--------------|---------|--------|----------|
| Common Stock | 3,328 | 6.1600 | 08/12/10 |
| Common Stock | (100) | 6.2400 | 09/03/10 |
| Common Stock | (6,328) | 6.2100 | 09/03/10 |
| Common Stock | 16,000 | 6.1500 | 09/07/10 |
| Common Stock | 5,000 | 6.2000 | 09/08/10 |
| Common Stock | 10,000 | 6.3100 | 09/08/10 |
| Common Stock | 1,100 | 6.3000 | 09/08/10 |
| Common Stock | 5,000 | 7.1234 | 09/17/10 |
| Common Stock | 4,000 | 6.1400 | 09/29/10 |
| Common Stock | 10,000 | 6.3666 | 10/06/10 |

Kenneth H. Traub

| | | | |
|--------------|--------|--------|----------|
| Common Stock | 1,800 | 6.6290 | 09/09/10 |
| Common Stock | 5,200 | 6.6300 | 09/09/10 |
| Common Stock | 100 | 6.6300 | 09/09/10 |
| Common Stock | 1,200 | 6.6290 | 09/09/10 |
| Common Stock | 1,700 | 6.6290 | 09/09/10 |
| Common Stock | 5,000 | 6.6800 | 09/10/10 |
| Common Stock | 10,000 | 7.2000 | 09/28/10 |
| Common Stock | 10,000 | 6.3500 | 09/29/10 |

THE MODUSLINK FULL VALUE COMMITTEE

Raging Capital Management, LLC
254 Witherspoon Street
Princeton, New Jersey 08542

LCV Capital Management, LLC
Fifteen Churchill Road, Suite 1000
Pittsburgh, Pennsylvania 15235

October 7, 2010

The Board of Directors
ModusLink Global Solutions, Inc.
1100 Winter Street
Waltham, MA 02451

To the Board of Directors of ModusLink:

The ModusLink Full Value Committee (“The Committee”) owns approximately 5.5% of the outstanding shares of ModusLink Global Solutions, Inc. (“ModusLink” or the “Company”). We are well informed, long-term investors who have met with senior management and several board members on numerous occasions since representatives of The Committee began investing in ModusLink in 2008.

As we have communicated to you, we believe that the full potential of the Company is not being realized due to shortcomings in the Company’s operational and capital markets strategies. We are concerned about the Company’s strategic direction, approach to capital allocation, and weak governance oversight. In our opinion, these factors are key contributors to ModusLink’s lackluster stock price performance over the past several years.

Our view is that ModusLink has a tremendous opportunity to unlock and drive substantial shareholder value. The Company’s \$174 million in cash and investments are equal to approximately \$4.00 per share, and working capital on hand exceeds \$220 million, or 80% of the Company’s current market capitalization. Yet the Company’s enterprise value totals just \$120 million, or less than three times its Fiscal 2010 EBITDA of \$46 million. Unfortunately, the Company will likely continue as a chronic underperformer in the marketplace until change is implemented.

IMPROVE CAPITAL ALLOCATION AND OPERATING FOCUS; DIVEST NON-CORE ASSETS

Shareholder value has been destroyed via a series of poorly timed and poorly executed business acquisitions by ModusLink. Since 2004, ModusLink has spent more than \$315 million on acquisitions, including \$87 million on three separate businesses acquired since 2008. The Company has since taken material goodwill impairment charges on the bulk of these acquisitions in the last two years. With a current enterprise value of \$120 million, it’s fair to say that the return on deployed acquisition capital over the past six years has been abysmal.

Instead of making additional acquisitions, we believe the Company should focus on optimizing and streamlining existing operations, while divesting underperforming and non-core assets. We believe a simpler, more transparent business would be easier for management to operate and for investors to comprehend and support, thus leading to improved operating results and shareholder returns.

Furthermore, given the relative stability of the cash flows of the Company’s core business, the significant discount to intrinsic/replacement value that the stock currently trades at, and the strength of the balance sheet, we believe ModusLink should immediately implement a \$50 to \$75 million share repurchase program. This would be highly accretive to shareholders, and magnify the potential upside of any improvement in the Company’s operating results.

INSUFFICIENT CORPORATE GOVERNANCE AND INSIDER OWNERSHIP

We have also communicated to you our serious suggestions to improve ModusLink’s corporate governance shortcomings. While many publicly traded companies have prudently separated the respective roles of Chairman and CEO, ModusLink continues to operate under an archaic structure where the Chairman also holds the position of CEO and President. This structure fails to provide the appropriate checks and balances needed between the Board and management and engenders a harmful and value-destroying perception by the market of a general lack of accountability.

We are also deeply concerned that this Board has failed to align executive compensation with performance. According to the Company's 2009 proxy statement, ModusLink paid out more than \$13.8 million to its top three senior executives over a period of three years while Company's market value declined by hundreds of millions of dollars. This is not acceptable to us as active and concerned shareholders. It is noteworthy that we are not alone in our opinion on this matter: At last year's annual meeting, one of the leading corporate governance and proxy advisory firms recommended that shareholders withhold their vote against the election of the chairman of the compensation committee because of the Company's propensity to overcompensate management for an underperforming stock. We firmly believe that, in accordance with its fiduciary obligation to shareholders, it is imperative that the Board aligns compensation with the enhancement of shareholder value, since shareholders are the true owners of the Company.

We propose that part of the failure to align compensation with performance can be traced to the low level of stock ownership held by senior management and the Board. In fact, excluding ModusLink's Chairman & CEO, the other six members of the board own approximately 35,000 shares in total, or less than one tenth of one percent of the Company.

NEW SHAREHOLDER REPRESENTATIVES ARE NEEDED TO UNLOCK VALUE

As significant shareholders, our objective is to see the full value of our shares and the shares of all other owners of this Company be recognized in the marketplace. We are committed to working on behalf of all shareholders to ensure that shareholders' interests are represented in the boardroom.

As you know, we have nominated three individuals to fill the director positions up for election at the Company's next annual meeting. All three of our nominees have the appropriate skills and fortitude to implement the significant changes necessary to benefit all ModusLink shareholders and we believe they will be valuable additions to the Board.

We continue to welcome an open dialogue with you but to date we have been unable to reach an understanding with the Company that will result in the Company immediately taking the necessary steps to unlock shareholder value. Our sincere hope is that this Board will take a fresh look at the opinions we have outlined above and take immediate action to embrace change rather than engage in a protracted and costly proxy contest in an effort to preserve the status quo.

We remain open to speaking with you at any time.

Sincerely,

/s/ Lodovico C. de Visconti

Lodovico de Visconti
Managing Member, LCV Capital Management, LLC

/s/ William C. Martin

William C. Martin
Managing Member, Raging Capital Management, LLC

SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of ModusLink Global Solutions, Inc., a Delaware corporation (the "Company");

WHEREAS, 3 Rivers Activist Partners, L.P., a Delaware limited partnership ("3 Rivers"), LCV Capital Management, LLC, a Delaware limited liability company ("LCV Capital Management"), Lodovico de Visconti (together with 3 Rivers and LCV Capital Management, the "LCV Group"), Raging Capital Fund, LP, a Delaware limited partnership ("Raging Capital"), Raging Capital Fund (QP), LP, a Delaware limited partnership ("Raging QP"), Raging Capital Management, LLC, a Delaware limited liability company ("Raging Management"), William C. Martin (together with Raging Capital, Raging QP, Raging Management, the "Raging Capital Group"), Anthony J. Bonidy, Jeffrey J. Fenton and Kenneth H. Traub (collectively, the "Group"), wish to form a group for the purpose of seeking representation on the Board of Directors of the Company (the "Board") at the 2010 annual meeting of stockholders of the Company, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "2010 Annual Meeting") and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 16 day of September 2010 by the parties hereto:

1. Each member of the Group agrees that so long as this agreement is in effect, each of the undersigned shall provide written notice to Olshan Grundman Frome Rosenzweig & Wolosky LLP ("Olshan") of (i) any of their purchases or sales of securities of the Company; or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. Notice shall be given no later than 24 hours after each such transaction.

2. Each of the parties agrees to form the Group for the purpose of (i) soliciting proxies or written consents for the election of Anthony J. Bonidy, Jeffrey J. Fenton and Kenneth H. Traub (collectively, the "Nominees") to the Board at the 2010 Annual Meeting, (ii) taking such other action as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing (the "Solicitation").

3. Each of LCV Capital Management and Raging Management agrees to pay all expenses incurred by the Group in connection with the Group's activities, including expenses incurred by any of the parties in the Solicitation (the "Expenses"), that have been approved by LCV Capital Management and Raging Management as follows: (i) with respect to Expenses incurred or paid prior to the date hereof, LCV Capital Management shall be responsible for all expenses incurred or paid by the LCV Group and Raging Management shall be responsible for all Expenses incurred or paid by the Raging Capital Group; and (ii) with respect to any Expenses incurred after the date hereof, LCV Capital Management shall pay 50% of such Expenses and Raging Management shall pay 50% of such Expenses; provided, however, that LCV Capital Management and Raging Management shall have the right to pre-approve all Expenses. All Expenses incurred or paid prior to the date hereof shall be deemed to be approved by LCV Capital Management and Raging Management for purposes of this Section 3.

4. Each of the undersigned agrees that any press release or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Solicitation shall be first approved by LCV Capital Management and Raging Management, which approval shall be given as promptly as reasonably practicable and shall not be unreasonably withheld.

5. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase securities of the Company, as he/it deems appropriate, in his/its sole discretion.

6. Each of the parties agrees that all decisions to be made or actions to be taken in connection with the activities relating to the Solicitation shall be jointly made by LCV Capital Management and Raging Management. Each of the parties further agrees to communicate regularly with each other throughout the Solicitation.

7. 3 Rivers agrees the Nomination Letter dated September 10, 2010 submitted by 3 Rivers to the Company nominating the Nominees will not be amended, modified or withdrawn without the consent of LCV Capital Management and Raging Management.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the State of New York.

10. Any party hereto may terminate his/its obligations under this Agreement only after the earlier of (a) the first business day following the conclusion of the Solicitation, or (b) on 24 hours' written notice to all other parties, with a copy by fax to Steve Wolosky at Olshan Grundman Frome Rosenzweig & Wolosky LLP, Fax No. (212) 451-2222.

11. Each party acknowledges that Olshan shall act as counsel for both the Group and each of LCV Capital Management and Raging Management relating to their respective investments in the Company.

12. Each party agrees that the Group shall be referred to as "The Committee to Enhance ModusLink" or such other name as may be determined by LCV Capital Management and Raging Management.

13. This Agreement shall supersede all or any prior written or oral agreements by and among the members of the Group in relation to the Solicitation.

[Signature page on next page]

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

3 RIVERS ACTIVIST PARTNERS, L.P.

By: LCV Capital Management, LLC
General Partner

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

LCV CAPITAL MANAGEMENT, LLC

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

/s/ Lodovico de Visconti
LODOVICO DE VISCONTI

RAGING CAPITAL FUND, LP

By: Raging Capital Management, LLC
General Partner

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

RAGING CAPITAL FUND, LP

By: Raging Capital Management, LLC
General Partner

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

RAGING CAPITAL MANAGEMENT, LLC

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

/s/ William C. Martin
WILLIAM C. MARTIN

/s/ Anthony J. Bonidy
ANTHONY J. BONIDY

/s/ Jeffrey J. Fenton
JEFFREY J. FENTON

/s/ Kenneth H. Traub
KENNETH H. TRAUB

AMENDMENT NO. 1 TO

SOLICITATION AGREEMENT

WHEREAS 3 Rivers Activist Partners, L.P., LCV Capital Management, LLC, Lodovico de Visconti, Raging Capital Fund, LP, Raging Capital Fund (QP), LP, Raging Capital Management, LLC, William C. Martin, Anthony J. Bonidy, Jeffrey J. Fenton and Kenneth H. Traub (collectively, the "Group"), entered into a Solicitation Agreement on September 16, 2010 (the "Solicitation Agreement") for the purpose of seeking representation on the Board of Directors of the ModusLink Global Solutions, Inc. (the "Company") at the 2010 annual meeting of stockholders of the Company, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "2010 Annual Meeting") and for the purpose of taking all other action necessary to achieve the for egoing;

WHEREAS, Gladius Investors, L.P. wishes to join the Group; and

WHEREAS, the Parties to the Solicitation Agreement wish to amend the Solicitation Agreement as set forth in this Amendment No. 1.

NOW, IT IS AGREED, this 7 day of October 2010 by the parties hereto:

1. Gladius Investors, L.P. agrees to be joined as a party to the Agreement and to be bound by the terms and conditions of the Agreement.
2. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, each member of the Group agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of his/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.
3. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.

3 RIVERS ACTIVIST PARTNERS, L.P.

By: LCV Capital Management, LLC
General Partner

By: /s/ Lodovico de Visconti

Name: Lodovico de Visconti
Title: Managing Member

GLADIUS INVESTORS, L.P.

By: LCV Capital Management, LLC
General Partner

By: /s/ Lodovico de Visconti

Name: Lodovico de Visconti
Title: Managing Member

LCV CAPITAL MANAGEMENT, LLC

By: /s/ Lodovico de Visconti

Name: Lodovico de Visconti
Title: Managing Member

/s/ Lodovico de Visconti

LODOVICO DE VISCONTI

RAGING CAPITAL FUND, LP

By: Raging Capital Management, LLC
General Partner

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

RAGING CAPITAL FUND, LP

By: Raging Capital Management, LLC
General Partner

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

RAGING CAPITAL MANAGEMENT, LLC

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

/s/ William C. Martin
WILLIAM C. MARTIN

/s/ Anthony J. Bonidy
ANTHONY J. BONIDY

/s/ Jeffrey J. Fenton
JEFFREY J. FENTON

/s/ Kenneth H. Traub
KENNETH H. TRAUB

October 7, 2010

Anthony J. Bonidy
c/o LCV Capital Management, LLC
Fifteen Churchill Road, Suite 1000
Pittsburgh, PA 15235

Re: ModusLink Global Solutions, Inc.

Dear Mr. Bonidy:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of ModusLink Global Solutions, Inc. (the "Company") in connection with the proxy solicitation that LCV Capital Management, LLC and Raging Capital Management, LLC (the "Indemnifying Parties") are considering undertaking to nominate and elect directors at the Company's 2010 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement and shall replace any prior agreements entered into between you and LCV Capital Management with respect to the Company and the Solicitation.

The Indemnifying Parties agree to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to the Indemnifying Parties of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by the Indemnifying Parties), or material breach of the terms of this letter agreement; provided further, that all of the Indemnifying Parties' indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Indemnifying Parties prompt written notice of such claim or Loss (provided that failure to promptly notify the Indemnifying Parties shall not relieve them from any liability which they may have on account of this letter agreement, except to the extent the Indemnifying Parties shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Indemnifying Parties will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. The Indemnifying Parties may not enter into any settlement of Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim. Notwithstanding anything to the contrary set forth in this letter agreement, the Indemnifying Parties shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without the Indemnifying Parties' prior written approval. In addition, you agree not to enter into any settlement of Loss or claim without the written consent of the Indemnifying Parties, which consent will not be unreasonably withheld.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

LCV CAPITAL MANAGEMENT, LLC

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

RAGING CAPITAL MANAGEMENT, LLC

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

ACCEPTED AND AGREED:

/s/ Anthony J. Bonidy
ANTHONY J. BONIDY

October 7, 2010

Jeffrey J. Fenton
604 Whispering Pines Drive
Pittsburgh, Pennsylvania 15238

Re: ModusLink Global Solutions, Inc.

Dear Mr. Fenton:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of ModusLink Global Solutions, Inc. (the "Company") in connection with the proxy solicitation that LCV Capital Management, LLC and Raging Capital Management, LLC (the "Indemnifying Parties") are considering undertaking to nominate and elect directors at the Company's 2010 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement and shall replace any prior agreements entered into between you and LCV Capital Management with respect to the Company and the Solicitation.

The Indemnifying Parties agree to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to the Indemnifying Parties of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by the Indemnifying Parties), or material breach of the terms of this letter agreement; provided further, that all of the Indemnifying Parties' indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Indemnifying Parties prompt written notice of such claim or Loss (provided that failure to promptly notify the Indemnifying Parties shall not relieve them from any liability which they may have on account of this letter agreement, except to the extent the Indemnifying Parties shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Indemnifying Parties will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. The Indemnifying Parties may not enter into any settlement of Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim. Notwithstanding anything to the contrary set forth in this letter agreement, the Indemnifying Parties shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without the Indemnifying Parties' prior written approval. In addition, you agree not to enter into any settlement of Loss or claim without the written consent of the Indemnifying Parties, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of the Indemnifying Parties, any confidential, proprietary or non-public information (collectively, "Information") of the Indemnifying Parties, their affiliates or members of any group of with respect to the Solicitation which you and the Indemnifying Parties are members (the "Group"), which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by the Indemnifying Parties or their affiliates or members of the Group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify the Indemnifying Parties so that the Indemnifying Parties may seek a protective order or other appropriate remedy or, in the Indemnifying Parties' discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or the Indemnifying Parties do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of the Indemnifying Parties and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of the Indemnifying Parties and, upon the request of a representative of the Indemnifying Parties, all such information shall be returned or, at the Indemnifying Parties' option, destroyed by you, with such destruction confirmed by you to the Indemnifying Parties in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

LCV CAPITAL MANAGEMENT, LLC

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

RAGING CAPITAL MANAGEMENT, LLC

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

ACCEPTED AND AGREED:

/s/ Jeffrey J. Fenton
JEFFREY J. FENTON

October 7, 2010

Kenneth H. Traub
2 Applegate Drive
Robbinsville, New Jersey 08691

Re: ModusLink Global Solutions, Inc.

Dear Mr. Traub:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of ModusLink Global Solutions, Inc. (the "Company") in connection with the proxy solicitation that LCV Capital Management, LLC and Raging Capital Management, LLC (the "Indemnifying Parties") are considering undertaking to nominate and elect directors at the Company's 2010 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

The Indemnifying Parties agree to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to the Indemnifying Parties of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by the Indemnifying Parties), or material breach of the terms of this letter agreement; provided further, that all of the Indemnifying Parties' indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Indemnifying Parties prompt written notice of such claim or Loss (provided that failure to promptly notify the Indemnifying Parties shall not relieve them from any liability which they may have on account of this letter agreement, except to the extent the Indemnifying Parties shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Indemnifying Parties will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. The Indemnifying Parties may not enter into any settlement of Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim. Notwithstanding anything to the contrary set forth in this letter agreement, the Indemnifying Parties shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without the Indemnifying Parties' prior written approval. In addition, you agree not to enter into any settlement of Loss or claim without the written consent of the Indemnifying Parties, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of the Indemnifying Parties, any confidential, proprietary or non-public information (collectively, "Information") of the Indemnifying Parties, their affiliates or members of any group of with respect to the Solicitation which you and the Indemnifying Parties are members (the "Group"), which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by the Indemnifying Parties or their affiliates or members of the Group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify the Indemnifying Parties so that the Indemnifying Parties may seek a protective order or other appropriate remedy or, in the Indemnifying Parties' discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or the Indemnifying Parties do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of the Indemnifying Parties and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of the Indemnifying Parties and, upon the request of a representative of the Indemnifying Parties, all such information shall be returned or, at the Indemnifying Parties' option, destroyed by you, with such destruction confirmed by you to the Indemnifying Parties in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

LCV CAPITAL MANAGEMENT, LLC

By: /s/ Lodovico de Visconti
Name: Lodovico de Visconti
Title: Managing Member

RAGING CAPITAL MANAGEMENT, LLC

By: /s/ William C. Martin
Name: William C. Martin
Title: Managing Member

ACCEPTED AND AGREED:

/s/ Kenneth H. Traub
KENNETH H. TRAUB