

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aegis Communications Group, Inc.		05/11/2006	CORPORATION: DELAWARE
Advanced Telemarketing Corporation		05/11/2006	CORPORATION: NEVADA
Lexi International, Inc.		05/11/2006	CORPORATION: CALIFORNIA
Interserv Services Corporation		05/11/2006	CORPORATION: DELAWARE
IQI, Inc.		05/11/2006	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2347271	AEGIS
Registration Number:	2347270	
Registration Number:	1461348	ATC
Registration Number:	1926943	INTERSERV
Registration Number:	1929003	IS

## CORRESPONDENCE DATA

Fax Number: (214)758-1550

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2147581500

Email: estafford@pattonboggs.com

OP \$140.00 2347271

900055448

TRADEMARK  
REEL: 003367 FRAME: 0438

Correspondent Name: Darren W. Collins  
Address Line 1: 2001 Ross Avenue; Suite 3000  
Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024198.0101
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NAME OF SUBMITTER:	Darren W. Collins
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Signature:	/Darren W. Collins/
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Date:	08/11/2006
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**Total Attachments: 10**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of May 11, 2006 (this "Agreement"), made by and among each of AEGIS COMMUNICATIONS GROUP, INC., a Delaware corporation ("Parent") ADVANCED TELEMARTETING CORPORATION, a Nevada corporation ("ATC"), IQI, INC., a New York corporation ("IQI"), LEXI INTERNATIONAL, INC., a California corporation ("Lexi"), and INTERSERV SERVICES CORPORATION, a Delaware corporation ("InterServ" and together with Parent, ATC, IQI and Lexi, each individually a "Company" and collectively, the "Companies"), each with a principal place of business at 8001 Bent Branch Drive, Irving, Texas 75063, in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, as agent ("Agent") for itself and certain other Lenders (defined below).

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Financing Agreement, dated as of the date hereof, by and among the Companies, Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), (i) the Lenders have agreed to make certain loans to the Companies and (ii) the Companies have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Companies in, to and under all of the Companies' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Companies under the Financing Agreement; and

**WHEREAS**, each Company is the owner of the entire right, title and interest in, to and under such Company's respective Intellectual Property listed on Schedule I hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and Lenders to enter into the Financing Agreement, the Companies hereby agree with Agent as follows:

#### **1. Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean, with respect to any Company, all of such Company's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Company of any right to use any Copyright.

“Governmental Authority” shall mean any federal, state, municipal, national, local or other governmental department, court, commission, board, bureau, agency or instrumentality or political subdivision thereof, or any entity or officer exercising executive, legislative or judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case, whether of the United States or a state, territory or possession thereof, a foreign sovereign entity or country or jurisdiction or the District of Columbia.

“Financing Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (vi) all other intellectual property; and (vii) all common-law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean, with respect to any Company, all of such Company’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Company of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean, with respect to any Company, all of such Company’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Company’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii)

the entire goodwill of the such Company's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Company of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Company hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Financing Agreement, does hereby grant, assign and convey) to Agent, for the benefit of itself and the Lenders, a first priority lien and security interest in such Company's entire right, title and interest in its respective Intellectual Property (except to the extent any Intellectual Property License prohibits such grant, assignment or conveyance or requires the consent of any third party) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Company, and including, without limitation, each Company's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Company's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Companies.** The Companies shall, at their sole cost, expense and risk, to the extent the Companies deem necessary in their good faith business judgment, in connection with the operation of their business, undertake the following with respect to the Intellectual Property, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) Pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.
- (d) Take any and all action that the Companies reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement

actions.

**4. Representations and Warranties.** Each Company represents and warrants that:

- (a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by the Companies as of the date hereof.
- (b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Company is the licensor or franchisor.
- (c) Except as could not be reasonably expected to have a Material Adverse Effect, the Intellectual Property identified on Schedule I hereto, is valid and enforceable, and to the Companies' knowledge: (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Company of any of the Intellectual Property owned by any Company or the validity or effectiveness of any of the Intellectual Property owned by any Company, nor does any Company know of any valid basis for any such claim.
- (d) Except as could not be reasonably expected to have a Material Adverse Effect, each Company owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Company is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any Intellectual Property listed on Schedule I that is purported to be owned by each of the Companies and Permitted Encumbrances.
- (e) To the knowledge of each of the Companies, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Company's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Company.
- (f) Each Company has the legal right and authority to enter into this Agreement and perform its terms.
- (g) The Companies shall give Agent written notice (with reasonable detail) on a quarterly basis in the event any of the following occur:
  - i. The Companies' (or any of them) obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property, which is material to the business, operations, performance or prospects of any Company, or has had a worth, in the aggregate of \$25,000 or more.
  - ii. The Companies' (or any of them) becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor which is material to the business, operations, performance or prospects of any Company, or has had a worth, in the aggregate of \$25,000 or more.
  - iii. The Companies' (or any of them) entering into any new Licenses as licensor

thereunder.

- iv. Unless where the failure to do so would not reasonably be expected to have a Material Adverse Effect, the Companies' shall give Agent written notice (with reasonable detail) following the occurrence of the Companies' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Companies' ownership of, or the validity of, any material Intellectual Property or the Companies' right to register the same or to own and maintain the same.
- (h) If any Company amends its name, such Company shall provide copies of such amendment documentation to Agent and shall re-register such Company's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

**5. No Violation of Financing Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Financing Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Financing Agreement.

**6. Agreement Applies to Future Intellectual Property.**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4 above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of Agent, the Companies shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent's security interest in any Intellectual Property and the goodwill of the Companies relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Companies hereby constitute Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

**7. Companies' Rights To Enforce Intellectual Property.** Prior to Agent's giving of notice to the Companies following the occurrence and during the continuance of an Event of Default the Companies shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Companies to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) Any money damages awarded or received by the Companies on account of such suit (or the threat of such suit) shall constitute IP Collateral.

- (b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in the Financing Agreement.
- (c) Following the occurrence of any Event of Default, Agent, by notice to the Companies may terminate or limit the Companies' rights under this Section 7.

8. **Rights Upon Default.** Upon the occurrence of any Event of Default, Agent may exercise all rights and remedies as provided for in the Financing Agreement.

9. **Agent's Rights.** Upon an Event of Default any use by Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Financing Agreement shall be coextensive with the Companies' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

10. **No Limitation; Financing Agreement.** This Agreement has been executed and delivered by the Companies for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of itself and the Lenders, under the Financing Agreement and the other Loan Documents. The Financing Agreement (and all rights and remedies of the Companies, Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Financing Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Financing Agreement shall control with respect to all other Collateral.

11. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of the Companies and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Financing Agreement and other Loan Documents are terminated in accordance with the terms of the Financing Agreement. Upon termination of this Agreement, Agent shall, at the expense of the Companies, take such actions required by the Financing Agreement to release its security interest in the IP Collateral.

12. **Binding Effect; Benefits.** This Agreement shall be binding upon the Companies and their respective successors and assigns, and shall inure to the benefit of Agent, the Lenders and their respective successors and assigns.

13. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

AEGIS COMMUNICATIONS  
GROUP, INC.

By: 

Title: President and CEO

ADVANCED TELEMARKETING  
CORPORATION

By: 

Title: President and CEO

IQI, INC.

By: 

Title: President and CEO

LEXINTERNATIONAL, INC.

By: 

Title: President and CEO

INTERSERV SERVICES CORPORATION

By: 

Title: Vice President & Secretary



*Signature Page to Intellectual Property Security Agreement*

**SCHEDULE I**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**LIST OF PATENTS AND PATENT APPLICATIONS**

**None.**


**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**A. AEGIS COMMUNICATIONS GROUP, INC.**

Trademark	Registration Number	Registration Date	Expiration Date
 AEGIS (Design only)	2347271	May 2, 2000	N/A
 (Design plus words, letters and/or numbers)	2347270	May 2, 2000	N/A

TRADEMARK APPLICATIONS: None.

**B. ADVANCED TELEMARKETING CORPORATION**

Trademark	Registration Number	Registration Date	Expiration Date
 ATE	1461348	October 13, 1987	N/A

TRADEMARK APPLICATIONS: None

**C. INTERSERV SERVICES CORPORATION**

Trademark	Registration Number	Registration Date	Expiration Date
InterServ	1926943	October 17, 1995	N/A
IS	1929003	October 24, 1995	N/A

TRADEMARK APPLICATIONS: None

**LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS**

A. AEGIS COMMUNICATIONS GROUP, INC.

Copyright	Registration Number	Registration Date
aDialer	None	None
Aegis Tags	None	None
Client Interface Suite	None	None
CTI	None	None
VTC	None	None
VTC Lite	None	None

COPYRIGHT APPLICATIONS:   None
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