

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 USA, Inc.	FORMERLY PeopleSupport, Inc.	03/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DB Trustee (Hong Kong) Limited, as Security Agent		
Street Address:	1 Austin Road West		
Internal Address:	Leve 52, International Commerce Center		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: HONG KONG		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3469743	PEOPLESUPPORT TRANSCRIPTION AND CAPTIONING	
Registration Number:	3469744	PEOPLESUPPORT ACCOUNTS RECEIVABLE MANAGEMENT	
Registration Number:	2825594	PEOPLESUPPORT ... THE POWER OF EXPERIENCE	
Registration Number:	2630035	PEOPLESUPPORT	
Registration Number:	2542522	PEOPLESUPPORT UNIVERSITY	
Registration Number:	2805178		
Registration Number:	2357206	PEOPLESUPPORT	
Serial Number:	77064578	EREP	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		

CH \$215.00 3469743

900187792

**TRADEMARK
 REEL: 004510 FRAME: 0209**

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

725231-10

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

03/29/2011

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aegis USA, Inc. f/k/a People Support, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: DB Trustees (Hong Kong) Limited, as Security Agent

Internal _____

Address: Leve 52, International Commerce Centre

Street Address: 1 Austin Road West

City: Kowloon

State: _____

Country: Hong Kong Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Hong Kong

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77-064578

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

EREP (Standard Character Mark)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Allen & Overy LLP

Internal Address: Attn: Yanmei Wei, Esq.

Street Address: 1221 Avenue of the Americas

City: New York

State: NY Zip: 10020

Phone Number: 212-610-6300

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

Eight

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____


- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Jonathan R. LaPa
Name of Person Signing

3/28/2011

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-4450

ATTACHMENT TO FILING COVER SHEET

ADDITIONAL TRADEMARKS

Owner/Applicant	Trademark Description	Registration / Application Number	Registration / Application Date
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> TRANSCRIPTION AND CAPTIONING (Standard Character Mark)	3469743	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> ACCOUNTS RECEIVABLE MANAGEMENT (Standard Character Mark)	3469744	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> THE POWER OF EXPERIENCE (Words only)	2825594	March 23, 2004
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> (Words and design)	2630035	October 8, 2002
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> UNIVERSITY (Words only)	2542522	February 26, 2002
PeopleSupport, Inc.	DESIGN OF HAND (Design only)	2805178	January 12, 2004
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> (Words only)	2357206	June 13, 2000

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Aegis USA, Inc. (formerly known as PeopleSupport, Inc.), a Delaware corporation (**Grantor**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a facility agreement dated March 28, 2011 between, among others, Ageis Limited, as the Parent, Essar Services (Mauritius), as the Borrower, the Grantor, as a Guarantor, certain other subsidiaries of the Parent as the Guarantors, the financial institutions party thereto as Lenders, Deutsche Bank AG, Hong Kong Branch, as the Agent, and DB Trustees (Hong Kong) Limited, as security for the Secured Parties defined therein (in such capacity the **Security Agent**) (such facility agreement, as amended, supplemented, restated or modified from time to time, the **Credit Agreement**); and

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a security agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **Security Agreement**) with the Security Agent.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has created in favor of the Security Agent a security interest in, and the Security Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Security Agent pursuant to the Security Agreement, the Grantor hereby grants to the Security Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the **Trademark Collateral**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **Trademarks**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **proceeds** includes whatever is receivable or received when Trademark Collateral or

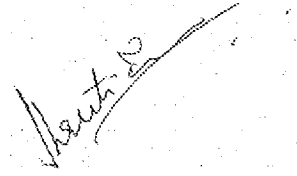
proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of March 25, 2011.

AEGIS USA, INC.

A handwritten signature in cursive script, appearing to read "Shruti Jain", is written over a faint, dotted rectangular stamp or watermark.

By: _____

Name: Shruti Jain

Title: Authorised signatory

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner/Applicant	Trademark Description	Registration/Application Number	Registration/Application Date
PeopleSupport, Inc.	EREP (Standard Character Mark)	77-064578	December 14, 2006
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> TRANSCRIPTION AND CAPTIONING (Standard Character Mark)	3469743	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> ACCOUNTS RECEIVABLE MANAGEMENT (Standard Character Mark)	3469744	July 15, 2008
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