

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/28/1995		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SITEL CORPORATION		04/28/1995	CORPORATION: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
Name:	SITEL CORPORATION		
Street Address:	3102 West End Avenue		
Internal Address:	Suite 1000		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1448816	SITEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(614)464-1737		
Phone:	614.559.7282		
Email:	squimby@fbtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Samantha M. Quimby		
Address Line 1:	FROST BROWN TODD LLC		
Address Line 2:	10 West Broad Street - Suite 2300		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Samantha M. Quimby		
Signature:	/samantha m quimby/		

OP \$40.00 1448816

Date:

10/05/2011

**Total Attachments: 6**

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MAY 1 1995  
 STATE OF NEBRASKA }  
 SECRETARY'S OFFICE }  
 Received and filed for record } 25118  
 and recorded on film roll No. }  
 25-9 at page 1162

ARTICLES OF MERGER OF  
 SITEL Corporation (a Nebraska corporation)  
 INTO  
 SITEL Corporation (a Minnesota corporation)

By [Signature]  
 Secretary of State

Pursuant to the Nebraska Business Corporation Act, the undersigned corporations hereby execute the following Articles of Merger:

**FIRST:** The Agreement and Plan of Merger set forth in Exhibit "A" attached hereto and by this reference incorporated herein has been duly approved by the shareholders of each of such corporations as required by law.

**SECOND:** As to each of such corporations, the number of shares outstanding, including shares entitled to vote as a class on such Agreement and Plan of Merger, is as follows:

<u>Corporation</u>	<u>Number of Shares</u>
SITEL Corporation (a Nebraska corporation)	802,000 shares Common A 1,066,000 shares Common B <u>381,024</u> shares Common C 2,249,024
SITEL Corporation (a Minnesota corporation)	1 share common

**THIRD:** A consent in writing to such Agreement and Plan of Merger has been signed by all of the shareholders of each of such corporations entitled to vote with respect to such Agreement and Plan of Merger, and such consent shall have the same force and effect as a unanimous vote of such shareholders in favor of such Agreement and Plan of Merger.

Dated this 28th day of April, 1995.

SIGNATURE PAGE TO  
ARTICLES OF MERGER OF  
SITEL Corporation (a Nebraska corporation)  
INTO  
SITEL Corporation (a Minnesota corporation)

SITEL CORPORATION  
(a Nebraska corporation)

By: Matthew H. Gates  
Matthew H. Gates, President

By: Nancy C. Noack  
Nancy C. Noack, Secretary

SITEL CORPORATION  
(a Minnesota corporation)

By: Matthew H. Gates  
Matthew H. Gates, President

By: Nancy C. Noack  
Nancy C. Noack, Secretary

EXHIBIT A  
AGREEMENT  
AND  
PLAN OF MERGER

of SITEL Corporation, a Nebraska corporation  
into SITEL Corporation, a Minnesota corporation

THIS AGREEMENT AND PLAN OF MERGER is made effective April 28, 1995 between SITEL CORPORATION, a Nebraska corporation (the "Acquired Corporation" or "AC") and SITEL CORPORATION, a Minnesota corporation (the "Surviving Corporation" or "SC").

A. The Boards of Directors of SC and AC deem it advisable and in the best interests of their respective corporations and shareholders that AC reincorporate in Minnesota by merging into SC in accordance with this Agreement and Plan of Merger and the applicable laws of the States of Minnesota and Nebraska.

B. SC and AC desire to adopt this Agreement and Plan of Merger as a plan of reorganization and to effectuate the merger in accordance with Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. EFFECTIVE TIME. The merger shall become effective as of the close of business on the date of the last to be filed of Articles of Merger with the Secretary of State of the State of Nebraska and with the Secretary of State of the State of Minnesota, in such form as may be required by applicable laws of those states. The time and date when the merger becomes effective are referred to as the "Effective Time".

ARTICLE 2. ARTICLES OF INCORPORATION. The Articles of Incorporation of SC in force immediately prior to the Effective Time shall be the Articles of Incorporation of SC from and after the Effective Time until such Articles of Incorporation are amended or restated in accordance with the provisions thereof or the Minnesota Business Corporation Act, as applicable.

ARTICLE 3. BYLAWS. The Bylaws of SC in force immediately prior to the Effective Time shall be the Bylaws of SC from and after the Effective Time until such Bylaws are amended, restated or repealed in accordance with the provisions thereof or the Minnesota Business Corporation Act, as applicable.

ARTICLE 4. DIRECTORS. The directors of SC immediately prior to the Effective Time shall be the directors of SC and will hold office from and after the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and Bylaws of SC or until their earlier resignation or removal, or as otherwise provided by law.

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ARTICLE 5. OFFICERS. The officers of SC immediately prior to the Effective Time shall be the officers of SC and will hold office from and after the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and Bylaws of SC or until their earlier resignation or removal, or as otherwise provided by law.

ARTICLE 6. CONVERSION OF SHARES.

(a) Immediately prior to the Effective Time, the following shares of AC, \$.01 par common stock, ("AC Shares", which term excludes any such shares held by AC) are issued and outstanding:

802,000 shares Common A voting stock
1,066,000 shares Common B nonvoting stock
<u>381,024 shares Common C voting stock</u>
2,249,024 total AC Shares

As of the Effective Time, each AC Share (regardless of class) issued and outstanding immediately prior to the Effective Time shall, by reason of the merger and without any action by the holders thereof, cease to be issued and outstanding and shall be converted into and exchanged for one (1) share of \$.001 par value common stock of SC ("SC Shares"); all AC Shares shall accordingly be exchanged for a total of 2,249,024 SC Shares.

(b) Immediately prior to the Effective Time, options to purchase 1,192,357 AC Shares have been granted and are outstanding. As of the Effective Time, each of such options (regardless of the class of stock for which they were exercisable) granted and outstanding immediately prior to the Effective Time shall, by reason of the merger and without any action by the holders thereof, be exercisable, in accordance with the terms of such options, for one (1) SC Share, instead of the AC Shares for which they had been exercisable; all such options shall accordingly become exercisable, in accordance with the terms of such options, for a total of 1,192,357 SC Shares.

(c) The single share of SC common stock validly issued and outstanding immediately prior to the Effective Time shall be deemed cancelled as of the Effective Time.

ARTICLE 7. SHAREHOLDER APPROVAL. This Agreement and Plan of Merger has been submitted to the shareholders of SC and AC, as provided by law, and has been adopted by the affirmative vote of the holders of all of the shares of each of SC and AC.

ARTICLE 8. EFFECT OF MERGER.

(a) At the Effective Time, the separate existence of AC shall cease and AC shall be merged, in accordance with the provisions of this Agreement and Plan of Merger, into SC, which shall survive such merger and shall continue in existence.

(b) At the Effective Time, SC thereupon and thereafter shall possess all of the rights, powers, properties, privileges, immunities and franchises, as well of a public as of a private nature, of AC and SC; all assets of every kind and description, all property, real, personal or mixed, all debts due on whatever account, including subscriptions to shares, all other choses in action, and all and every other interest, of or belonging to or due to AC and SC, shall be taken and deemed to be transferred to and vested in SC without further act or deed; and the title to any real estate, or any interest therein, vested in AC and SC shall not revert or in any way be impaired by reason of the merger.

(c) At the Effective Time, SC shall become and thereafter shall be responsible and liable for all of the liabilities and obligations of AC and SC; and any claim existing or action or proceeding pending by or against AC or SC may be prosecuted as if such merger had not taken place, or the SC may be substituted in the place of such AC and SC in any such action or proceeding. Neither the rights of creditors nor any liens upon the property of either AC or SC shall be impaired in any way by the merger.

(d) All corporate acts, plans, policies, approvals and authorizations of AC, its shareholders, board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of SC and shall be effective and binding thereon. The employees and agents of AC shall become the employees and agents of SC and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of AC.

ARTICLE 9. FURTHER ASSURANCES. From time to time after the Effective Time, as and when requested by SC, or its successors and assigns, AC and SC shall execute and deliver or cause to be executed and delivered all such deeds, documents, agreements, and other instruments and conveyances, and shall take or cause to be taken all such other and further actions, as SC, or its successors or assigns, may deem necessary or desirable to vest and perfect in and confirm unto SC, and its successors and assigns, of record or otherwise, title to and possession of all of the property, rights, privileges, immunities, franchise, and other interests referred to in ARTICLE 8 of this Agreement and Plan of Merger, or to enforce any claims of AC or SC, as acquired or to be acquired by the SC pursuant to this Agreement and Plan of Merger, and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger; in any such event, the appropriate officers of SC or of its successors or assigns at that time are each hereby specifically appointed and authorized as attorneys-in-fact of AC and SC (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, documents, agreements, and other instruments and conveyances, and to take or cause to be taken such other and further actions, in the name and on behalf of AC and SC, respectively, or otherwise, as such officers shall deem necessary or advisable.

**ARTICLE 10. SERVICE OF PROCESS.** Pursuant to Section 21-2076(2)(a) of the Nebraska Business Corporation Act (the "Nebraska Act"), SC hereby agrees that it may be served with process within or without the State of Nebraska in any proceeding in the courts of the State of Nebraska for the enforcement of any obligation of AC, and in any proceeding for the enforcement of the rights of a dissenting shareholder of AC against SC.

**ARTICLE 11. PAYMENTS TO DISSIDENTING SHAREHOLDERS.** Pursuant to Section 21-2076(2)(b) of the Nebraska Act, SC hereby agrees that it will promptly pay to the dissenting shareholders, if any, of AC, the amount, if any, to which they shall be entitled under the provisions of Sections 21-2001 through 21-20,134 of the Nebraska Act with respect to the rights of dissenting shareholders.

**ARTICLE 12. F REORGANIZATION.** It is the intention of AC and SC that the merger effected pursuant to this Agreement and Plan of Merger shall constitute an "F" reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, inasmuch as the merger constitutes a mere change in identity and form of organization.

**ARTICLE 13. TERMINATION.** This Agreement and Plan of Merger may be terminated and the merger abandoned by resolution of the Board of Directors of SC at any time prior to the Effective Time. In the event of the termination of this Agreement and Plan of Merger and the abandonment of the merger, then this Agreement and Plan of Merger shall become null and void and shall be of no force and effect; and there shall be no liability on the part of any of the corporate parties to this Agreement and Plan of Merger or their respective shareholders, directors or officers with respect to this Agreement and Plan of Merger.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having been unanimously adopted by the Boards of Directors of AC and SC, has been executed on behalf of such corporations by their respective Presidents and attested by their respective Secretaries, and the corporate seals (if any) have been affixed, all as of the date first above written.

ATTEST:

Nancy C. Prock  
Secretary

SITEL CORPORATION,  
a Nebraska corporation  
(Acquired Corporation)

By: Matthew H. Gates  
Matthew H. Gates, President

ATTEST:

Nancy C. Prock  
Secretary

SITEL CORPORATION,  
a Minnesota corporation  
(Surviving Corporation)

By: Matthew H. Gates  
Matthew H. Gates, President