

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sitel Worldwide Corporation		04/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	150 Fourth Avenue North, 2nd Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2657596	CLIENTLOGIC	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1101		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	04/23/2012		

OP \$40.00 2657596

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of U.S. Bank National Association, in its capacity as Collateral Agent (in such capacity, "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated as of April 20, 2012, by and among SITEL, LLC, a Delaware limited liability company, and SITEL Finance Corp. a Delaware corporation (collectively, the "Issuers"); the Guarantors party thereto from time to time; and U.S. BANK NATIONAL ASSOCIATION, as Trustee (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Indenture"), the Holders have agreed to purchase the Notes from the Issuers;

WHEREAS, in order to induce Holders to purchase the Notes as provided for in the Indenture, Grantors have agreed to grant a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Secured Obligations;

WHEREAS, each Grantor (other than the Issuers) has agreed to guarantee the Obligations (as defined in the Indenture) of the Issuers; and

WHEREAS, all of the Grantors are party to the Security Agreement dated as of even date herewith pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations (including, without limitation, the Guarantees of the applicable Grantors), each Grantor hereby grants, collaterally assigns, mortgages, pledges, and hypothecates to Agent, for itself and the benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the

United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to on Schedule 1 hereto;

(b) any written agreement providing for the grant by or to any Grantor of any right in, to or under any Trademark all reissues, extensions or renewals thereof, including, without limitation, those referred to on Schedule 1 hereto;

(c) all goodwill associated with or symbolized by, any of the foregoing;

(d) all rights to sue and recover for past, present, and future infringements or dilutions of any of the foregoing or for any injury to goodwill;

(e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and

(f) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

SITEL WORLDWIDE CORPORATION

By: 

Name: Neal Miller
Title: Treasurer

SITEL OPERATING CORPORATION

By: 

Name: Neal Miller
Title: Treasurer

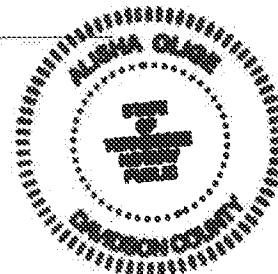
[Signature Page to Trademark Security Agreement]

Acknowledgment of Grantor

STATE OF Tennessee
COUNTY OF Davidson) ss.

On this 18th day of April, 2012, before me personally appeared Nicole Miller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sirel Wagon Co. LLC who being by me duly sworn did depose and say that [he/she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that [he/she] acknowledged said instrument to be the free act and deed of said corporation/company.

[Signature]
Notary Public

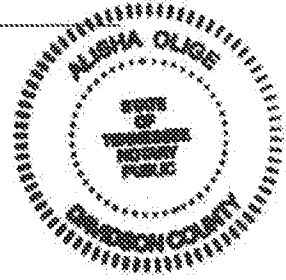


Acknowledgment of Grantor

STATE OF Tennessee)
COUNTY OF Davidson) ss.

Niall E. Miller On this 18th day of April, 2012, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SmileDirect.com, Inc. who being by me duly sworn did depose and say that [he/she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that [he/she] acknowledged said instrument to be the free act and deed of said corporation/company.

[Signature]
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION
as Agent

By: Wally Jones
Name: WALLY JONES
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004762 FRAME: 0488

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Sitel Operating Corporation	SITEL	73618554 08-SEP-1986	1448816 21-JUL-1987
Sitel Operating Corporation	SITEL HOMESHORE	77945602 26-FEB-2010	3896390 28-DEC-2010
Sitel Worldwide Corporation	CLIENTLOGIC	75763131 29-JUL-1999	2657596 10-DEC-2002