

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
Landacorp, Inc.		11/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
Internal Address:	41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2193444	LANDACORP
Registration Number:	2548779	MAXSYS
Registration Number:	2687735	MAXMC
Registration Number:	3375721	LANDACORP
Registration Number:	3962088	CAREAFFILIATE
Registration Number:	4045655	CAREFIND
Registration Number:	3620180	CARERADIUS

CORRESPONDENCE DATA	
Fax Number:	4045818330
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-581-8275
Email:	srbrown@jonesday.com
Correspondent Name:	Sidney R. Brown, Jones Day

OP \$190.00 2193444

Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 080461-625015

NAME OF SUBMITTER: Sidney R. Brown

Signature: /Sidney R. Brown/

Date: 11/30/2012

Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of November 7, 2012, is made by LANDACORP, INC., a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 26, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the ExlService Holdings, Inc., the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to a Joinder to the Pledge and Security Agreement between the Grantor and Agent, dated as of November 7, 2012;

WHEREAS, the Grantor, pursuant to the Joinder, is party to a Security Agreement dated as of May 26, 2011 in favor of the Agent (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Agent 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. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral");

a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;

b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Agent pursuant to the Security Agreement and the 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 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Notice 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 Notice 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, the Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LANDACORP, INC.
as Grantor

By: 

Name: Jarrod Yates
Title: Treasurer

S.S.
SIC

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 

Name: Tullio McNally
Title: Authorized Signer

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark (Jurisdiction)	Reg. No.	Reg. Date	Owner/Assignee of Record
LANDACORP (US Federal)	2,193,444	October 6, 1998	Landacorp, Inc.
MAXSYS (US Federal)	2,548,779	March 19, 2002	Landacorp, Inc.
MAXMC (US Federal)	2,687,735	February 18, 2003	Landacorp, Inc.
LANDACORP (US Federal)	3,375,721	January 29, 2008	Landacorp, Inc.
CareAffiliate (US Federal)	3,962,088	May 17, 2011	Landacorp, Inc.
CareFind (US Federal)	4,045,655	October 25, 2011	Landacorp, Inc.
CareRadius (US Federal)	3,620,180	May 12, 2009	Landacorp, Inc.

2. TRADEMARK APPLICATIONS

None