

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property - First Lien																										
CONVEYING PARTY DATA																											
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<p>Fax Number: 2127514864 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 212-906-1200 Email: angela.amaru@lw.com Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP Address Line 1: 885 Third Avenue Address Line 2: Suite 1000 Address Line 4: New York, NEW YORK 10022</p>																											
ATTORNEY DOCKET NUMBER:	049270-0015																										

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	04/30/2013
Total Attachments: 8 source=HOV - UBS - First Lien IP Release cm-049270-0015#page1.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page2.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page3.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page4.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page5.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page6.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page7.tif source=HOV - UBS - First Lien IP Release cm-049270-0015#page8.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made as of April 30, 2013, by UBS AG, STAMFORD BRANCH, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Agent"), in favor of SOURCEHOV LLC; HOV; SOURCECORP, INC.; ECONOMIC RESEARCH SERVICES, INC.; DELIVEREX ACQUISITION CORP.; HOV SERVICES, INC.; HOV SERVICES, LLC; RUSTIC CANYON III, LLC; (each, a "Grantor" and collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the First Lien Intellectual Property Security Agreement (as defined below), or if not defined therein, in the First Lien Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, each of the Grantors is a party to that certain First Lien Guarantee and Collateral Agreement, dated April 29, 2011, among the Grantors and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), pursuant to which the Grantors executed and delivered that certain First Lien Intellectual Property Security Agreement, dated April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "First Lien Intellectual Property Security Agreement");

WHEREAS, pursuant to the First Lien Intellectual Property Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors assigned, pledged and granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter acquired any right, title or interest (collectively, the "Collateral");

- (i) (a) all letters patent of the United States or the equivalent thereof in any other country, and all applications for letters patent of the United States or the equivalent thereof in any other country, including those listed on Schedule A hereto; (b) all reissues, continuations, divisions, continuations-in-part, renewals, reexaminations or extensions thereof; and (c) any patentable inventions and improvements thereto, including the inventions disclosed or claimed in any of the foregoing and any improvements thereto, including the right to make, use and/or sell the inventions disclosed or claimed therein and any improvements thereto ("Patents");
- (ii) (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule B hereto; and (b) all goodwill associated therewith or symbolized thereby ("Trademarks");

- (iii) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether published or unpublished, whether registered or unregistered, and whether as author, assignee, transferee or otherwise, including copyrights in software, all rights in and to databases, all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), and all designs; (b) all registrations and applications for registration of any such Copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule C hereto; and (c) all extensions and renewals thereof (“Copyrights”);
- (iv) any exclusive agreement granting any right to any Grantor under any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright, including those agreements listed on Schedule C hereto, and all rights of any Grantor under any such agreement (including any such rights that such Grantor has the right to license) (“Exclusive Copyright Licenses”);
- (v) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation of any of the foregoing; and
- (vi) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto.

WHEREAS, the First Lien Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 004568/0722, 004568/0333, 004568/0347, 004568/0772, 004568/0758 and 004568/0374 on June 23, 2011, and was recorded with the United States Copyright Office at Volume 3603, Document 674 on May 20, 2011.

WHEREAS, the Agent acknowledges full payment and performance of the Obligations, and accordingly has agreed to release the assignment, pledge and grant of its security interest in all right, title and interest in or to the Collateral, and to reconvey any and all rights in the Collateral to the Grantors;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby releases, relinquishes and discharges, with respect to each Grantor, all of its security interest in all such Grantor’s right, title, and interest in or to the Collateral, and re-assigns to such Grantor any and all right, title or interest it may have in such Collateral, all without warranty or representation of any kind.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

UBS AG, STAMFORD BRANCH
as Agent

By: Lana Giffas
Name: Lana Giffas
Director
Banking Products Services, US

By: Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director
Banking Products Services, US

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
DELIVEREX ACQUISITION CORP	Certificate of Registration for U.S. Service Mark: "Deliverex"	73262902	19-MAY-1980	1172589	06-OCT-1981
ECONOMIC RESEARCH SERVICES, INC.	Certificate of Registration for U.S. Service Mark: "MICRONOMICS"	76064485	07-JUN-2000	2575297	04-JUN-2002
SOURCECORP, INC.	Certificate of Registration for U.S. Mark: "FASTRIEVE"	75926842	23-FEB-2000	2508964	20-NOV-2001
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP"	76976044	02-NOV-2001	2820372	02-MAR-2004
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP" and design	76976027	05-DEC-2001	2795958	16-DEC-2003
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP HEALTHSERVE"	76976511	11-JAN-2002	2871369	10-AUG-2004
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "Resources. Solutions. Results"	76975978	09-NOV-2001	2792728	09-DEC-2003
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "RUST"	77641511	30-DEC-2008	3727495	22-DEC-2009
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP" and design	76345909	05-DEC-2001	3127240	08-AUG-2006
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP"	76333796	02-NOV-2001	3154442	10-OCT-2006

SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "DELIVEREXCHANGE"	78837067	14-MAR-2006	3324105	30-OCT-2007
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "ERS GROUP"	77621930	25-NOV-2008	3727423	22-DEC-2009
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "KINSELLA MEDIA"	77622418	26-NOV-2008	3820182	20-JUL-2010
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "LEXICODE"	77621898	25-NOV-2008	3727422	22-DEC-2009
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "DELIVEREXPLORER"	78934829	21-JUL-2006	3244891	22-MAY-2007
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "DELIVEREXPRESS"	78934755	21-JUL-2006	3244887	22-MAY-2007
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP RACSOURCE"	77911096	13-JAN-2010	3935532	22-MAR-2011
HOV SERVICES, INC.	LASON	75233084	29-JAN-1997	2190412	22-SEP-1998
HOV SERVICES, INC.	OUTSOURCE TO THE SECURE SOURCE LASON (and Design)	77132211	15-MAR-2007	3368019	15-JAN-2008
HOV SERVICES, LLC	SCREEN 360	77264931	27-AUG-2007	3517695	14-OCT-2008
HOV SERVICES, LLC	S SCREEN 360 INTELLIGENT SEARCHES...INTELLIGENT RESULTS...INTELLIGENT DECISIONS (and design)	77549651	18-AUG-2008	3594752	24-MAR-2009

Rustic Canyon III, LLC	ACTIVE DNA	76454138	27-SEP-2002	3142518	12-SEP-2006
Rustic Canyon III, LLC	ARCHIVE DNA	76454139	27-SEP-2002	3142519	12-SEP-2006
Rustic Canyon III, LLC	DOCUMENT DNA	76454141	27-SEP-2002	3218370	13-MAR-2007
Rustic Canyon III, LLC	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCESS (and Design)	76454142	27-SEP-2002	3218371	13-MAR-2007

SCHEDULE C

COPYRIGHTS

Grantor	Title	Registration No.
HOV Services, LLC	Report Logic	TX0007044228

EXCLUSIVE COPYRIGHT LICENSES

None.