TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Economic Research Services, Inc.		04/30/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2575297	MICRONOMICS

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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

ATTORNEY DOCKET NUMBER:	049270-0015
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru

CH $40.00 2575297

Date:	04/30/2013

Total Attachments: 11
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "***IP Security Agreement***") dated April 30, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (in such capacity, together with its successors and assigns, the "***Agent***") for the Secured Parties.

WHEREAS, SOURCEHOV LLC, a Delaware limited liability company, has entered into a First Lien Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among SOURCEHOV Holdings, Inc., a Delaware corporation ("***Holdings***"), SOURCEHOV LLC, a Delaware limited liability company (the "***Borrower***"), the Lenders party thereto from time to time, Morgan Stanley Bank, N.A., as L/C Issuer, and Morgan Stanley Senior Funding, Inc., as Swingline Lender, Administrative Agent, and Collateral Agent.

WHEREAS, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Guarantee and Collateral Agreement***") among Holdings, the Borrower, each Subsidiary of the Borrower from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent. Terms defined in the First Lien Guarantee and Collateral Agreement or Credit Agreement and not otherwise defined herein are used herein as defined in the First Lien Guarantee and Collateral Agreement or Credit Agreement.

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and permitted 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 now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire or develop 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

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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, trade names, 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, now existing or hereafter 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 of the business connected therewith and symbolized thereby ("***Trademarks***");

(iii) (a) 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 of the foregoing 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, now or hereafter due and/or payable with respect thereto.

SECTION 2. Certain Limited Exclusions. Notwithstanding anything to the contrary in this IP Security Agreement, this IP Security Agreement shall not constitute a grant of a security interest in (and the Collateral shall not include) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Termination. As more fully set forth in Section 7.15 of the First Lien Guarantee and Collateral Agreement, this IP Security Agreement and the security interests granted hereby shall terminate as of the date when all the Obligations have been paid in full, and in connection with such termination, the Agent shall execute and deliver to the Grantors, at such Grantors' expense, all documents that such Grantors shall reasonably request to evidence such termination or release.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall control unless the Agent shall otherwise determine.

SECTION 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties under this IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Agent pursuant to this Agreement will be subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Agent hereunder will be subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[*Signature Page to Follow*]

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

RUST CONSULTING, INC.
HOV SERVICES, LLC
HOV SERVICES, INC.
RUSTIC CANYON III, LLC
DELIVEREX ACQUISITION CORP.
ECONOMIC RESEARCH SERVICES, INC.
SOURCECORP, INCORPORATED
SOURCEHOV LLC

By: _____
Name: Charles S. Gilbert
Title: *Secretary
*(Assistant Secretary with respect to Economic Research Services, Inc.)

STATE OF TEXAS)
COUNTY OF Dallas) ss.

On this 26th day of April, 2013 before me personally appeared Charles S. Gilbert, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of above listed entities, 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.

NINA D NISBET
Notary Public, State of Texas
My Commission Expires
February 21, 2016

_____
Notary Public

[Signature Page to First Lien Intellectual Property Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: _____
Name: Justin Kotzin
Title: Authorized Signatory

[Signature Page to First Lien Intellectual Property Security Agreement]

SCHEDULE A

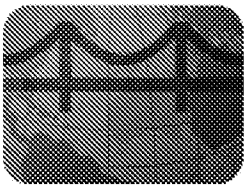
PATENT APPLICATIONS

Grantor	Short Title	Application Date	U.S. Serial Number	Status
Rust Consulting, Inc.	Methods and Systems for Administering Claims	03/15/2013	61/799,492	Pending

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Jurisdiction	Class	Status	App./Reg. No.
Deliverex Acquisition Corp.	Certificate of Registration for U.S. Service Mark: "Deliverex"	U.S.	39	Registered 10/6/1981	1172589
ECONOMIC RESEARCH SERVICES, INC..	Certificate of Registration for U.S. Service Mark: "MICRONOMICS"	U.S.	35	Registered 06/04/2002	2575297
SOURCECORP, Incorporated	Certificate of Registration for U.S. Mark: "FASTRIEVE"	U.S.	39	Registered 11/20/2001	2,508,964
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "SOURCECORP"	U.S.	35, 36, 39, 40, 41 & 42	Registered 03/02/2004	2,820,372
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "SOURCECORP" and design	U.S.	35, 36. 39, 40,41 & 42	Registered 12/16/2003	2,795,958
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "SOURCECORP HEALTHSERVE"	U.S.	39, 40, 41, 42 & 44	Registered 08/10/2004	2,871,369
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "Resources. Solutions. Results"	U.S.	35, 36, 39, 40, 41 & 42	Registered 12/19/2003	2,792,728
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "RUST"	U.S.	35, 36 & 40	Registered 12/22/2009	3,727,495
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "SOURCECORP" and design	U.S.	42	Registered 08/08/2006	3,127,240
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "SOURCECORP"	U.S.	09	Registered 10/10/2006	3,154,442
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "DELIVEREXCHANGE"	U.S.	09, 40 & 42	Registered 10/30/2007	3,324,105

SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "ERS GROUP"	U.S.	35 & 45	Registered 12/22/2009	3,727,423
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "KINSELLA MEDIA"	U.S.	45	Registered 07/20/2010	3,820,182
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "LEXICODE"	U.S.	35	Registered 12/22/2009	3,727,422
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "DELIVEREXPLORER"	U.S.	42	Registered 05/22/2007	3,244,891
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "DELIVEREXPRESS"	U.S.	35 & 45	Registered 05/22/2007	3,244,887
SOURCECORP, Incorporated	Certificate of Registration for U.S. Service Mark: "SOURCECORP RACSOURCE"	U.S.	35, 41 & 42	Registered 03/22/2011	3,935,532
SOURCEHOV LLC	Certificate of Registration for U.S. Service Mark: "SOURCE HOV"	U.S.	9, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45	Registered 02/05/2013	4,286,551
SOURCEHOV LLC	 Certificate of Registration for U.S. Service Mark: Design Only	U.S.	9, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45	Registered 02/26/2013	4,296,264
HOV Services, Inc.	LASON	U.S.	35 and 42	Registered 09/22/98, Lapses 09/22/18	2,190,412
HOV Services, Inc.	OUTSOURCE TO THE SECURE SOURCE LASON (and Design)	U.S.	35, 38, 39, and 40	Registered 01/15/08, Lapses 01/15/14	3,368,019

HOV Services, LLC	SCREEN 360	U.S.	45	Registered 10/14/08, Lapses 10/14/14	3,517,695
HOV Services, LLC	S SCREEN 360 INTELLIGENT SEARCHES…INTELLIGENT RESULTS…INTELLIGENT DECISIONS (and design)	U.S.	45	Registered 03/24/09, Lapses 03/24/15	3,594,752
Rustic Canyon III, LLC	ACTIVE DNA	U.S.	38 and 39	Registered 09/12/2006	3,142518
Rustic Canyon III, LLC	ARCHIVE DNA	U.S.	38 and 39	Registered 09/12/2006	3,142,519
Rustic Canyon III, LLC	DOCUMENT DNA	U.S.	38 and 39	Registered 03/13/2007	3,218,370
Rustic Canyon III, LLC	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCESS (and Design)	U.S.	38 and 39	Registered 03/13/07, Lapses 03/13/13	3,218,371
HOV Services, Inc.	LASON	Canada	35	Registered 10/10/01, Lapses 10/10/11	552234
HOV Services, Inc.	LASON (and Design)	Canada	35	Registered 10/10/01, Lapses 10/10/11	552236
Rustic Canyon III, LLC	LASON	Mexico	35	Registered 03/30/98, Lapses 03/30/18	642,908
Rustic Canyon III, LLC	LASON	Mexico	42	Registered 03/30/98, Lapses 03/30/18	635,897

SCHEDULE C

COPYRIGHTS

Grantor	Copyright Title	Registration Date	Status	Registration No.
HOV Services, LLC	Report Logic	3/23/2009	Registered	TX0007044228
HOV Services, LLC	Account Report Consolidation (ARC)/Claims Analytic Reporting System (CARS)	4/16/2010	Registered	TXu001648927
HOV Services, LLC	Oasis.	3/23/2009	Registered	TXu001629704

EXCLUSIVE COPYRIGHT LICENSES

None.