

Assignment

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second lien security agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telmar Network Technology, Inc.		04/01/2014	CORPORATION: FLORIDA
iQor, Inc.		04/01/2014	CORPORATION: Delaware
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:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3844376	TELMAR NETWORK TECHNOLOGY	
Registration Number:	4286133	TELMAR NETWORK TECHNOLOGY	
Registration Number:	2224543	DSC DEX CMS	
Registration Number:	3844490	OEM-EXL SOLUTIONS	
Registration Number:	3844377	COMPELLING SOLUTIONS FOR THE COMMUNICATI	
Registration Number:	3287804	TRAVERSEEDGE	
Registration Number:	2827755	TRANSACCESS	
Registration Number:	3347312	TRAVERSE PACKETEDGE	
Registration Number:	3384237	EDGEFLEX	
Registration Number:	1270228	DEBT SCAN	
Registration Number:	3295720	DEBTALERT	
Registration Number:	3419438	I	
Registration Number:	3410058	IQOR	
Registration Number:	3410060	IQOR	
Registration Number:	3112981	RMS	

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

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	081429
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/04/2014

Total Attachments: 14

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated April 1, 2014 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, IQOR US INC., a Delaware corporation (the “**Borrower**”), has entered into a Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among IQOR HOLDINGS INC., a Delaware corporation (“**Holdings**”), the Lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent.

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

WHEREAS, under the terms of the Second 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 and the United States Copyright Office.

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 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 hereafter acquired by such Grantor that constitute Collateral:

- (i) all Patents, including the patents and all applications for patents listed on Schedule A hereto (the “**Patent Collateral**”);

- (ii) all Trademarks, including the trademark registrations and trademark applications listed on Schedule B hereto, and all goodwill of the business connected therewith and symbolized thereby (the “**Trademark Collateral**”);
- (iii) all Copyrights, including the registrations and applications for registration of any copyright as listed on Schedule C hereto (the “**Copyright Collateral**”); and
- (iv) all exclusive Copyright Licenses (as defined in the Second Lien Guarantee and Collateral Agreement), listed on Schedule D hereto, for which any Grantor is a licensee of specifically identified registered United States Copyrights (“**Exclusive Copyright Licenses**” and, collectively with the Patent Collateral, the Trademark Collateral and the Copyright Collateral, the “**IP Collateral**”).

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 Excluded Property.

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 Second 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 (other than contingent indemnification obligations or liabilities) have been paid in full, and in connection with such termination, the Agent shall execute and deliver to the Grantors, at such Grantors’ sole cost and 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 Second 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 Second 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 Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.

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 IP Security 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 IP Security Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 9. Grantor Assumption Agreement.

The parties hereto hereby agree that immediately upon each of the Specified Guarantors executing and delivering the signature pages to the Post-Acquisition Certification to the Administrative Agent on the Closing Date after consummation of the Acquisition, without further act or deed, (a) such Specified Guarantors shall assume all of the same Obligations and rights of the Grantors under this IP Security Agreement (such assumption, the “IP Grantor Assumption”), (b) such Specified Guarantors shall become a party to this IP Security Agreement as the “Grantors” with the same force and effect as if originally named herein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assume all obligations and liabilities of the Grantors hereunder, (c) the Specified Guarantors shall be bound by all of the terms and provisions of this IP Security Agreement as a Grantor to the same extent as each other Grantor hereunder, (d) each reference to a “Grantor” or the “Grantors” in this IP Security Agreement and in any other Loan Document shall be deemed to mean the Grantors and the Specified Guarantors, collectively, and (e) such Specified Guarantors grant the Agent, for the benefit of the Secured Parties, a security interest in all its rights, title and interest in the IP Collateral, whether now owned or hereafter acquired and wherever located, to secure the Obligations pursuant to this IP Security Agreement. Notwithstanding anything in the Loan Documents to the contrary, the IP Grantor Assumption is consented and agreed to in all respects by all parties hereto and shall be immediately and automatically effective upon the Specified Guarantors executing and delivering the signature pages to the Post-Acquisition Certification to the Administrative Agent on the Closing Date after the consummation of the Acquisition.

[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.

IQOR TECHNOLOGIES INC.
IQOR US INC.
JABIL GLOBAL SERVICES, LLC
THE RECEIVABLE MANAGEMENT SERVICES
CORPORATION
TELMAR GROUP, INC.
TELMAR NETWORK TECHNOLOGY INC.

By: 
Name: David Pester
Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 

Name: Dan Hanegby

Title: Authorized Signatory

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Method and System for Selecting A Sales Channel ¹	10/203,542	3/21/2003	7440908	10/21/2008	US	Jabil Global Services, LLC
Apparatuses, Methods and Systems for a Universal Data Librarian	12/760948 ²				US	iQor US Inc.
Apparatuses, Methods and Systems for a Global Data Exchange	12/762570 ³				US	iQor US Inc.
Apparatuses, Methods and Systems for an Automated Data Extractor	12/763331 ⁴				US	iQor US Inc.
Apparatuses, Methods and Systems for a Descriptive Business Grammar syntax Querier	12/763320 ⁵				US	iQor US Inc.

¹ Grantor does not have full documentation related to the chain of title providing for exclusive ownership of US Pat. No. 7,440,908. The '908 patent is not material to the Business.

² This application has not yet been published.

³ This application has not yet been published.

⁴ This application has not yet been published.

⁵ This application has not yet been published.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, methods and systems for a real-time desktop configurer utilizing a user identifier or an initialization request to retrieve a data-structure-tracking syntax-configured string	12/762577	4/19/2010	8489872	7/16/2013	US	iQor US Inc. ⁶
Apparatuses, Methods and Systems for a Journal Entry Automator	12/903660 ⁷	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Financial Transaction Tagger	12/903685 ⁸	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Chart of Accounts Simplifier	12/903718 ⁹	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Call Restrictor	12/903796 ¹⁰	10/13/2010			US	iQor US Inc.

⁶ No assignment agreement from the the inventor, Vikas Kapoor, to the Company has been recorded with the U.S. Patent and Trademark Office against this patent. The Company has executed an inventor assignment agreement with Vikas Kapoor and is in the process of recording such agreement with the U.S. Patent and Trademark Office.

⁷ This application has not yet been published.

⁸ This application has not yet been published.

⁹ This application has not yet been published.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Web Access Manager	12/903839 ¹¹	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Call Searcher	12/903765 ¹²	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Referral Facilitator	12/905169 ¹³	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Onboarding Automator	12/905179 ¹⁴	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Termination Manager	12/905189 ¹⁵	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Data Translator	12/904676 ¹⁶	10/14/2010			US	iQor US Inc.

¹⁰ This application has not yet been published.

¹¹ This application has not yet been published.

¹² This application has not yet been published.

¹³ This application has not yet been published.

¹⁴ This application has not yet been published.

¹⁵ This application has not yet been published.

¹⁶ This application has not yet been published.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Consumer Contactability Evaluator	12/904706 ¹⁷	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Liquidity Evaluator	12/904723 ¹⁸	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for Consumer Contact Strategy Builder	12/904735 ¹⁹	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Strategic Customer Dialer	12/904753 ²⁰	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Real-Time Phone Configurer	12/905196 ²¹	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Universal Payment Integrator	12/905204 ²²	10/15/2010			US	iQor US Inc.

¹⁷ This application has not yet been published.

¹⁸ This application has not yet been published.

¹⁹ This application has not yet been published.

²⁰ This application has not yet been published.

²¹ This application has not yet been published.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for an Employee Reimbursement Evaluator	12/905221 ²³	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Global Benefits Purse Facilitator	12/905239 ²⁴	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Rule-Integrated Virtual Punch Clock	12/905247 ²⁵	10/15/2010			US	iQor US Inc.

²² This application has not yet been published.

²³ This application has not yet been published.

²⁴ This application has not yet been published.

²⁵ This application has not yet been published.

SCHEDULE B**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	App. No.	Reg. No.	Jurisdiction	Owner
TELMAR NETWORK TECHNOLOGY (DESIGN)	77/902884	3844376	US	Telmar Network Technology, Inc.
TELMAR NETWORK TECHNOLOGY	85/661836	4286133	US	Telmar Network Technology, Inc.
DSC DEX CMS	75/067990	2224543	US	Telmar Network Technology, Inc.
OEM-EXL SOLUTIONS (DESIGN)	77/919090	3844490	US	Telmar Network Technology, Inc.
COMPELLING SOLUTIONS FOR THE COMMUNICATIONS WORLD	77/903039	3844377	US	Telmar Network Technology, Inc.
TRAVERSEEDGE	78593797	3287804	US	Telmar Network Technology, Inc.
TRANSACCESS	78162508	2827755	US	Telmar Network Technology, Inc.
TRAVERSE PACKETEDGE	77128891	3347312	US	Telmar Network Technology, Inc.
EDGEFLEX	77122632	3384237	US	Telmar Network Technology, Inc.

Trademark	App. No.	Reg. No.	Jurisdiction	Owner
DEBT SCAN	73/376006	1270228 ²⁶	U.S.	The Receivable Management Services Corporation
DEBTALERT	78/923226	3295720 ²⁷	U.S.	The Receivable Management Services Corporation
I (STYLIZED)	77/125309	3419438 ²⁸	U.S.	iQor, Inc.**
IQOR	77/125219	3410058 ²⁹	U.S.	iQor, Inc.**
IQOR (STYLIZED)	77/125271	3410060 ³⁰	U.S.	iQor, Inc.**
RMS AND DESIGN	78/508217	3112981 ³¹	U.S.	The Receivable Management Services Corporation

²⁶ Outstanding lien: PNC Bank, National Association security interest executed November 19, 2010 and recorded December 29, 2010 at Reel/Frame 4442/0174.

²⁷ Outstanding lien: PNC Bank, National Association security interest executed November 19, 2010 and recorded December 29, 2010 at Reel/Frame 4442/0174.

²⁸ Outstanding lien: PNC Bank, National Association security interest executed September 15, 2010 and recorded October 14, 2010 at Reel/Frame 4296/0022.

²⁹ Outstanding lien: PNC Bank, National Association security interest executed September 15, 2010 and recorded October 14, 2010 at Reel/Frame 4296/0022.

³⁰ Outstanding lien: PNC Bank, National Association security interest executed September 15, 2010 and recorded October 14, 2010 at Reel/Frame 4296/0022.

³¹ Outstanding lien: PNC Bank, National Association security interest executed November 19, 2010 and recorded December 29, 2010 at Reel/Frame 4442/0174.

SCHEDULE C

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Reg. Date	Reg. No.	Owner
RANKM	2/5/1988	TX0002279485	Telmar Group, Inc.
SCHEDM	2/5/1988	TX0002279487	Telmar Group, Inc.
TABM	2/5/1988	TX0002279486	Telmar Group, Inc.
Trigger Warehouse Management Software	2/5/2007	TXu001342544	Telmar Network Technology, Inc.

SCHEDULE D

**EXCLUSIVE INBOUND COPYRIGHT LICENSES FOR U.S. COPYRIGHT
REGISTRATIONS**

None.