

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		10/31/2014	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Deliverex Acquisition Corp.		
Street Address:	2054 Zanker Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: DELAWARE		
Name:	Economic Research Services, Inc.		
Street Address:	615 Freeport Parkway		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	CORPORATION: FLORIDA		
Name:	SOURCECORP, Incorporated		
Street Address:	615 Freeport Parkway		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	CORPORATION: DELAWARE		
Name:	SOURCEHOV LLC		
Street Address:	615 Freeport Parkway		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	HOV Services, Inc.		
Street Address:	1305 Stephenson Hwy		
City:	Troy		
State/Country:	MICHIGAN		
TRADEMARK			

Postal Code:	48083
Entity Type:	CORPORATION: DELAWARE
Name:	Rustic Canyon III, LLC
Street Address:	771 East Southlake Blvd.
City:	Southlake
State/Country:	TEXAS
Postal Code:	76092
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1172589	DELIVEREX
Registration Number:	2575297	MICRONOMICS
Registration Number:	2508964	FASTRIEVE
Registration Number:	2820372	SOURCECORP
Registration Number:	2795958	SOURCECORP
Registration Number:	2871369	SOURCECORP HEALTHSERVE
Registration Number:	2792728	RESOURCES. SOLUTIONS. RESULTS.
Registration Number:	3727495	RUST
Registration Number:	3127240	SOURCECORP
Registration Number:	3154442	SOURCECORP
Registration Number:	3324105	DELIVEREXCHANGE
Registration Number:	3727423	ERS GROUP
Registration Number:	3820182	KINSELLA MEDIA
Registration Number:	3727422	LEXICODE
Registration Number:	3244891	DELIVEREXPLORER
Registration Number:	3244887	DELIVEREXPRESS
Registration Number:	3935532	SOURCECORP RACSOURCE
Registration Number:	4286551	SOURCEHOV
Registration Number:	4296264	
Registration Number:	2190412	LASON
Registration Number:	3368019	OUTSOURCE TO THE SECURE SOURCE LASON
Registration Number:	3517695	SCREEN 360
Registration Number:	3594752	S SCREEN 360 INTELLIGENT SEARCHES... INT
Registration Number:	3142518	ACTIVE DNA
Registration Number:	3142519	ARCHIVE DNA
Registration Number:	3218370	DOCUMENT DNA
Registration Number:	3218371	DOCUMENT DNA INCREASING PRODUCTIVITY WIT

CORRESPONDENCE DATA

TRADEMARK

REEL: 005393 FRAME: 0248

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
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SIGNATURE:	/Marina Kelly, Thomson Reuters/
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DATE SIGNED:	11/03/2014
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Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 31, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of First Lien Security Interest

2. Name and address of receiving party(ies)

☒ Yes
☐ No

Additional names, addresses, or citizenship attached?

Name: Deliverex Acquisition Corp.

Street Address: 2054 Zanker Road

City: San Jose

State: CA

Country: USA Zip: 95131

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA-DE
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule B

B. Trademark Registration No.(s)

See Schedule B

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 31, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Economic Research Services, Inc., a Florida Corporation
615 Freeport Parkway
Coppell, TX 75019
Citizenship – USA – FL

SOURCECORP, Incorporated, a Delaware Corporation
615 Freeport Parkway
Coppell, TX 75019
Citizenship – USA – DE

SOURCEHOV LLC, a Delaware Limited Liability Company
615 Freeport Parkway
Coppell, TX 75019
Citizenship – USA – DE

HOV Services, Inc., a Delaware Corporation
1305 Stephenson Hwy
Troy, MI 48083
Citizenship – USA – DE

Rustic Canyon III, LLC, a Delaware Limited Liability Company
771 East Southlake Blvd.
Southlake, TX 76092
Citizenship – USA – DE

**TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

TERMINATION AND RELEASE, dated as of October 31, 2014, from Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, together with its successors and assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), to SOURCEHOV LLC, a Delaware limited liability company (the "Borrower"), and each of the other entities listed on Annex A hereto (collectively with the Borrower, the "Grantors"). Capitalized terms used herein without definition are used as defined in the First Lien Credit Agreement, dated as of April 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Borrower, SOURCEHOV Holdings, Inc., a Delaware corporation, 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.

WITNESSETH:

WHEREAS, it was a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of April 30, 2013, in favor of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors granted a security interest (the "Security Interest") to the Agent, for the ratable benefit of the Secured Parties, in and to certain Intellectual Property Collateral (as defined below);

WHEREAS, in connection with the execution of the Guarantee and Collateral Agreement and the grant of the Security Interest, the Grantors agreed to execute that certain First Lien Intellectual Property Security Agreement, dated as of April 30, 2013 (the "IP Security Agreement"), in favor of the Agent;

WHEREAS the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 030323/0433 on April 30, 2013 for patents, at Reel/Frame 5017/0790, 5017/0803, 5017/0830, 5017/0852, 5017/0884, 5017/0871, 5017/0901, on April 30, 2013 for trademarks and filed with the United States Copyright Office on May 23, 2013 for copyrights; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Credit Agreement, the Guarantee and Collateral

Agreement and the IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

SECTION 1. Intellectual Property Collateral. The term “Intellectual Property Collateral,” as used herein, shall mean:

- (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, 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. Release of Security Interest. Without recourse or any representation or warranty, the Agent hereby unconditionally, irrevocably and absolutely releases, terminates, and forever discharges its Security Interest in the Intellectual Property Collateral and any right, title or interest of the Agent in or to such Intellectual Property Collateral shall hereby cease and become void.

SECTION 3. Further Assurances. The Agent shall execute and deliver to the Grantors, at the sole cost and expense of the Borrower, all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions reasonably requested by the Borrower to evidence the release of such Security Interest.

SECTION 4. Recordation. The Agent authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Termination and Release.

SECTION 5. Execution in Counterparts. This 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. Governing Law. This Termination and Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 

Name: Stephen B. King

Title: Vice President

ANNEX A

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

Schedules to the Termination and Release of Security Interest in First Lien
Intellectual Property Security Agreement

SCHEDULE A

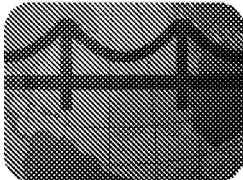
PATENT APPLICATIONS

<u>Grantor</u>	<u>Short Title</u>	<u>Application Date</u>	<u>U.S. Serial Number</u>	<u>Status</u>
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...INTELLIGE NT 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	3,142,518
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	552,234
HOV Services, Inc.	LASON (and Design)	Canada	35	Registered 10/10/01, Lapses 10/10/11	552,236
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

<u>Grantor</u>	<u>Copyright Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
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.