

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXLSERVICE Holdings, Inc.		10/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	42nd Floor, Attn: James J. McDonnell		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3449908	EXL SERVICE	
Registration Number:	3877326	EXL GO NEXT. NOW.	
Registration Number:	3449907	EXL	
Registration Number:	3260118	EXL	
Registration Number:	4016669	GO NEXT. NOW.	
Registration Number:	4012790	GO NEXT. NOW.	
Registration Number:	1666590	LIFE PRO	
Serial Number:	86034137	EXL LOOK DEEPER.	
Serial Number:	86335047	BUSINESS EXLERATOR FRAMEWORK	
Serial Number:	86335076	EXLERATOR	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>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.</i>			
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
		TRADEMARK	

OP \$265.00 3449908

ATTORNEY DOCKET NUMBER:	080461-625039
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	11/13/2014

Total Attachments: 6

source=JPMorgan-ExlService Holdings Notice of Grant of Security Interest in Trademarks#page1.tif

source=JPMorgan-ExlService Holdings Notice of Grant of Security Interest in Trademarks#page2.tif

source=JPMorgan-ExlService Holdings Notice of Grant of Security Interest in Trademarks#page3.tif

source=JPMorgan-ExlService Holdings Notice of Grant of Security Interest in Trademarks#page4.tif

source=JPMorgan-ExlService Holdings Notice of Grant of Security Interest in Trademarks#page5.tif

source=JPMorgan-ExlService Holdings Notice of Grant of Security Interest in Trademarks#page6.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of October 24, 2014, is made by EXLSERVICE HOLDINGS, INC., a Delaware corporation, EXLSERVICE.COM, LLC, a Delaware limited liability company, LANDACORP, INC., a Delaware corporation, OUTSOURCE PARTNERS INTERNATIONAL, INC., a Delaware corporation, PROFESSIONAL DATA MANAGEMENT AGAIN, INC., a Delaware corporation, TRUMBULL SERVICES, L.L.C., a Connecticut limited liability company, BLUE SLATE SOLUTIONS, LLC, a New York limited liability company (each, a "Grantor" and, collectively, the "Grantors"), 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 the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ExlService Holdings, Inc. (the "Borrower"), 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, each Grantor is party to that certain Pledge and Security Agreement among the Grantors, the other Loan Parties party thereto, and the Agent, dated as of the date hereof (the "Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises, each 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. Each 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 such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks to the extent required by the Security Agreement.

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.

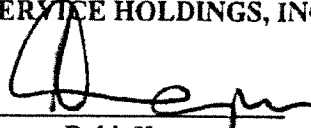
Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

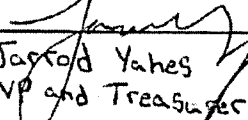
IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

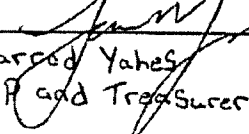
EXLSERVICE HOLDINGS, INC.

By: 
Name: Rohit Kapoor
Title: Vice Chairman & CEO

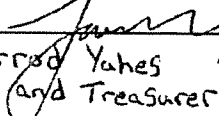
EXLSERVICE.COM, LLC

By: 
Name: Jarrod Yakes
Title: SVP and Treasurer

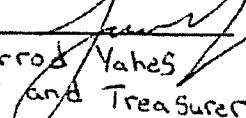
LANDACORP, INC.

By: 
Name: Jarrod Yakes
Title: SVP and Treasurer

**OUTSOURCE PARTNERS
INTERNATIONAL, INC.**

By: 
Name: Jarrod Yakes
Title: SVP and Treasurer

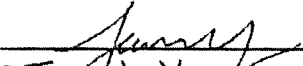
**PROFESSIONAL DATA MANAGEMENT
AGAIN, INC.**

By: 
Name: Jarrod Yakes
Title: SVP and Treasurer

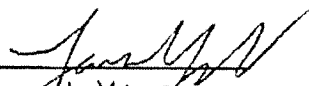
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005400 FRAME: 0287

TRUMBULL SERVICES, L.L.C.

By: 
Name: Jarrod Yahes
Title: SVP and Treasurer

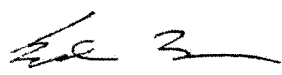
BLUE SLATE SOLUTIONS, LLC

By: 
Name: Jarrod Yahes
Title: SVP and Treasurer

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Edward P. Nallan, Jr.
Title: Credit Executive



NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005400 FRAME: 0289


SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration No.	Registration Date
ExlService Holdings, Inc.	United States of America		06/17/2008	3,449,908
ExlService Holdings, Inc.	United States of America		11/16/2010	3,877,326
ExlService Holdings, Inc.	United States of America	EXL	06/17/2008	3,449,907
ExlService Holdings, Inc.	United States of America	EXL	07/10/2007	3,260,118
ExlService Holdings, Inc.	United States of America	GO NEXT. NOW.	4,016,669	08/23/2011
ExlService Holdings, Inc.	United States of America	GO NEXT. NOW.	4,012,790	08/16/2011
ExlService Holdings, Inc.	United States of America	LIFE PRO	1,665,590 6	12/03/1991

2. TRADEMARK APPLICATIONS

Owner of Record	Country of Registration	Trademark Application	Application Serial No.	Application Date
ExlService Holdings, Inc.	United States of America		86/034,137	08/09/2013
ExlService Holdings, Inc.	United States of America	BUSINESS EXLERATOR FRAMEWORK	86/335,047	07/11/2014
ExlService Holdings, Inc.	United States of America	EXLERATOR	86/335,076	07/11/2014

TRADEMARK