# CH \$165.00 265759

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM356128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners, L.P.		09/18/2015	LIMITED PARTNERSHIP:

### **RECEIVING PARTY DATA**

Name:	Sitel Worldwide Corporation	
Street Address:	3102 West End Avenue	
Internal Address:	Two American Center	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37203	
Entity Type:	CORPORATION: DELAWARE	
Name:	Service Zone Holdings, LLC	
Street Address:	3102 West End Avenue	
Internal Address:	Two American Center	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37203	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	
Name:	Sitel Operating Corporation	
Street Address:	3102 West End Avenue	
Internal Address:	Two American Center	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37203	
Entity Type:	CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2657596	CLIENTLOGIC
Registration Number:	2627213	E-SITES4U
Registration Number:	2807806	LEGENDARY SERVICE @ LOWEST COST
Registration Number:	2749484	SERVICE ZONE
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	1448816	SITEL
Registration Number:	3896390	SITEL HOMESHORE

### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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.

**Phone:** 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22123-11-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/24/2015

### **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 18, 2015 by GOLDMAN SACHS CREDIT PARTNERS, L.P., individually and in its capacity as Collateral Agent (in such capacity, "Agent") for the Secured Parties in favor of SITEL WORLDWIDE CORPORATION (formerly known as CLIENTLOGIC CORPORATION), SERVICE ZONE HOLDINGS, LLC (successor in interest to SERVICE ZONE, INC.), and SITEL OPERATING CORPORATION (successor in interest to SITEL CORPORATION) (collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Security Agreement dated as of January 30, 2007, by and among the Grantors and Agent (the "Security Agreement").

WHEREAS, the Grantors entered into that certain Credit Agreement dated as of January 30, 2007, by and among SITEL, LLC, a Delaware limited liability company ("<u>U.S. Borrower</u>"); CLIENTLOGIC HOLDING LIMITED, a company incorporated in England and Wales ("<u>UK Borrower</u>"); SITEL CANADA CORPORATION, an Ontario corporation ("<u>Canadian Borrower</u>"; and Canadian Borrower, collectively with U.S. Borrower and UK Borrower, the "<u>Borrowers</u>"); the other Credit Parties; the Persons signatory thereto from time to time as Lenders; GOLDMAN SACHS CREDIT PARTNERS L.P., as Joint Lead Arranger, Joint Bookrunner, Administrative Agent and Collateral Agent; and GENERAL ELECTRIC CAPITAL CORPORATION, as Syndication Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit Agreement</u>"), Lenders have agreed to make the Loans and L/C Issuers have agreed to incur Letter of Credit Obligations on behalf of the Borrowers;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered that certain Trademark Security Agreement dated as of January 30, 2007, (the "<u>Trademark Security Agreement</u>") and that certain Trademark Security Agreement dated as of April 20, 2012, (the "<u>Supplemental Trademark Security Agreement</u>") a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations upon all of its right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "<u>Trademark Collateral</u>"):

- (a) all trademarks, trade names, corporate names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) any written agreement providing for the grant by or to any Credit Party of any right in, to or under any Trademark all reissues, extensions or renewals thereof, including, without limitation, those referred to on Schedule 1 hereto;
  - (c) all goodwill associated with or symbolized by, any of the foregoing;

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- (d) all rights to sue and recover for past, present, and future infringements or dilutions of any of the foregoing or for any injury to goodwill
- (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and
- (f) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

WHEREAS, the Trademark Security Agreement was recorded on February 1, 2007 with the United States Patent and Trademark Office at Reel 3473, Frame 0583 granted by ClientLogic Corporation; recorded at Reel 3473, Frame 0599 granted by Service Zone, Inc.; and recorded at Reel 3473, Frame 0610 granted by Sitel Corporation.

WHEREAS, the Supplemental Trademark Security Agreement was recorded on April 20, 2012 with the United States Patent and Trademark Office at Reel 4762, Frame 0103 granted by Sitel Operating Corporation.

WHEREAS, the Grantors are being released from their obligations under the Credit Agreement, the Security Agreement, the Trademark Security Agreement, and the Supplemental Trademark Security Agreement, and the Agent has agreed to terminate and release its security interest in the Collateral, including the Trademark Collateral, and to re-assign any Lien such Grantors may have collaterally assigned to the Agent with respect to the Collateral, including the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Security Agreement, the Trademark Security Agreement, and the Supplemental Trademark Security Agreement, and hereby relinquishes, terminates, cancels, discharges and releases any and all security interests it has against the Collateral, including the Trademark Collateral, and hereby re-assigns to the Grantors any Lien such Grantors may have collaterally assigned to the Agent with respect to the Collateral, including the Trademark Collateral.

The Agent shall, at the Grantors' expense, take all further actions, and provide to the Grantors, their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

GOLDMAN SACHS CREDIT PARTNERS, as Agent

By: GOLDMAN SACHS BANK USA, its General Partner

Name:

Title:

Gabriel Jacobson Authorized Signatory

## SCHEDULE 1 TRADEMARKS

Trademark	Grantor	Reg. No.	Reg. Date	Reel/Frame
CLIENTLOGIC	CLIENTLOGIC	2657596	12/10/02	3473/0583
	CORPORATION <sup>1</sup>			
E-SITES4U	CLIENTLOGIC	2627213	10/01/02	3473/0583
	CORPORATION			
LEGENDARY	SERVICE ZONE,	2807806	01/27/04	3473/0599
SERVICE AT	INC. <sup>2</sup>			
LOWEST COST				
SERVICE ZONE	SERVICE ZONE,	2749484	08/12/03	3473/0599
	INC.			
SITEL	SITEL	1448816	07/21/87	3473/0610
	CORPORATION <sup>3</sup>			
SITEL	SITEL OPERATING	3896390	12/28/10	4762/0103
HOMESHORE	CORPORATION			

<sup>1</sup> Change of name from ClientLogic Corporation to SITEL Worldwide Corporation dated 1/30/2007.

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RECORDED: 09/24/2015

<sup>&</sup>lt;sup>2</sup> Merger of Service Zone Inc. into Service Zone Holdings, LLC effective 9/1/2010.

<sup>&</sup>lt;sup>3</sup> Merger of Sitel Corporation into Sitel Operating Corporation effective 11/30/2008.