

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOVG, LLC		07/12/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	20 KING STREET WEST, 4TH FLOOR, M5H IC4		
City:	TORONTO		
State/Country:	CANADA		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4252317	BAY AREA CREDIT SERVICE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7147558290		
Email:	IPDOCKET@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045777-0067		
NAME OF SUBMITTER:	KRISTIN		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/25/2017		
Total Attachments: 29			
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN COPYRIGHTS, PATENTS, AND TRADEMARKS, dated as of July 12, 2017 (this “Notice”), made by the undersigned entities (each a “Pledgor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agency and Security Agreement (First Lien), dated as of July 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agency and Security Agreement”), among Exela Intermediate LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agency and Security Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agency and Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agency and Security Agreement did, and hereby does, assign, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Intellectual Property Collateral”):

(a)(i) any and all United States Patents of such Pledgor, including those patents and patent applications listed on Schedule I; (ii) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein; (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and (v) all other rights accruing thereunder or pertaining thereto throughout the world;

(b)(i) any and all United States Copyrights of such Pledgor; (ii) all registrations and applications for registration thereof in the United States, and the

right to obtain all renewals thereof, including those listed on Schedule II; (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and (v) all other rights accruing thereunder or pertaining thereto throughout the world; and

(c)(i) any and all Trademarks of the United States of America of such Pledgor; (ii) all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including those listed on Schedule III; (iii) all goodwill associated with or symbolized by the foregoing; (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (v) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof; and (vi) all other rights accruing thereunder or pertaining thereto throughout the world; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, 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. *Collateral Agency and Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agency and Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Collateral Agency and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agency and Security Agreement, the terms of the Collateral Agency and Security Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON,

ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRANSCENTRA, INC.

By:  _____
Name: Vik Negi
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REGULUS GROUP LLC

By:  _____
Name: Vik Negi
Title: Secretary


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

J & B SOFTWARE, INC.

By: 
Name: Vik Negi
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOV SERVICES, INC.


By:  _____

Name: Shrikant Sortur
Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANCTEC, INC.


By: _____


Name: Shrikant Sortur

Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RUSTIC CANYON III, LLC

By: _____

Name: Shrikant Sortur
Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

IBIS CONSULTING, INC.

By:



Name: Theresa Mohan

Title: Executive Vice President, General Counsel
and Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


ECONOMIC RESEARCH SERVICES,
INC.

By: 

Name: Shrikant Sortur
Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOURCECORP, INCORPORATED

By:  _____

Name: Shrikant Sortur

Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOV SERVICES, LLC

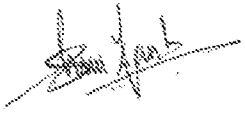
By: 

Name: Shrikant Sortur

Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOURCEHOV LLC

By:  _____

Name: Shrikant Sortur
Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOURCECORP BPS INC.



By: _____

Name: Shrikant Sortur

Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DOCUDATA SOLUTIONS, L.C.



By: _____

Name: Shrikant Sortur

Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NOVITEX ENTERPRISE SOLUTIONS, INC.

By: Theresa Mohan
Name: Theresa Mohan
Title: Executive Vice President, General
Counsel and Secretary

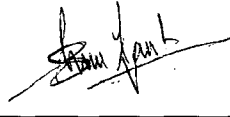
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NOVITEX ACQUISITION, LLC

By: Theresa Mohan
Name: Theresa Mohan
Title: Executive Vice President, General
Counsel and Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

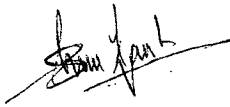
HOVG, LLC

By: 

Name: Shrikant Sortur
Title: Senior Vice President Finance,
Global

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNITED INFORMATION SERVICES, INC.

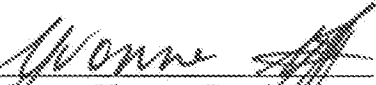
By: 

Name: Shrikant Sortur
Title: Senior Vice President Finance,
Global

[Signature Page to Notice of Grant of Security Interest in Intellectual Property (First Lien)]

TRADEMARK
REEL: 006113 FRAME: 0240

ROYAL BANK OF CANADA,
as Collateral Agent,

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

[Signature Page to Notice of Grant of Security Interest in Intellectual Property (First Lien)]

TRADEMARK
REEL: 006113 FRAME: 0241

Schedule I

UNITED STATES PATENTS

<u>Owner Entity</u>	<u>Title</u>	<u>Issuance Date</u>	<u>Pat. No.</u>
BancTec, Inc.	System and Method for Characterizing a Scanned Image Artifact and	4/4/2012	8,804,201
BancTec, Inc.	Document Transport Having Selectable Speeds	10/29/2003	7,077,311
BancTec, Inc.	Ribbon Cartridge	6/2/2003	D488,185
BancTec, Inc.	Document Transport Pocket Tray	7/7/2004	D526,346
BancTec, Inc.	Document Feed Tray	8/17/2004	D525,290
BancTec, Inc.	Document Transport	10/8/2004	D519,547

UNITED STATES PATENT APPLICATIONS

<u>Owner Entity</u>	<u>Title</u>	<u>Filing Date</u>	<u>App No.</u>
Novitex Enterprise Solutions, Inc.	Process Re-Engineering Analysis	3/3/2015	14/637350
Novitex Enterprise Solutions, Inc.	Resource Physical Positioning Planning Tool	10/29/2014	14/526,697
BancTec, Inc.	Document Processing System And Method For Associating Metadata With A Physical Document While	8/28/2014	14/471,881

Schedule II

U.S. Registered Trademarks and U.S. Trademark Applications

UNITED STATES TRADEMARK REGISTRATIONS

<u>Owner Entity</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BancTec, Inc.	BANCTEC	12/29/1981	1,183,583
BancTec, Inc.	PLEXUS (cl.9)	8/13/1985	1,353,824
BancTec, Inc.	PLEXUS (cl.9)	1/12/1993	1,745,580
BancTec, Inc.	FLOWARE	12/21/1993	1,812,804
BancTec, Inc.	BANCTEC (cl.9)	12/21/1999	2,301,836
BancTec, Inc.	BANCTEC (cl.35,37,42)	2/29/2000	2,323,353
BancTec, Inc.	READFIRST	7/11/2000	2,366,277
BancTec, Inc.	AP MASTER (cl.9)	9/4/2007	2,387,355
BancTec, Inc.	PAY COURIER	7/3/2001	2,466,765
BancTec, Inc.	TURBOTIME	11/30/2004	2,905,959
BancTec, Inc.	INTELLISCAN	8/1/2006	3,124,030
BancTec, Inc.	AP MASTER (cl.35)	9/4/2007	3,287,356
BancTec, Inc.	CENTERVISION	5/12/2009	3,619,725
BancTec, Inc.	iBPO	9/18/2012	4,209,727

UNITED STATES TRADEMARK REGISTRATIONS

<u>Owner Entity</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BancTec, Inc.	CLAIMPRECISE	4/9/2013	4,315,747
DocuData Solutions, L.C.	DOCUDATA	9/8/2009	3,678,162
Economic Research Services, Inc.	MICRONOMICS	6/4/2002	2,575,297
HOV Services, Inc.	LASON	9/22/1998	2,190,412
HOV Services, LLC	SCREEN 360	10/14/2008	3,517,695
HOV Services, LLC	S SCREEN 360 INTELLIGENT SEARCHES... INTELLIGENT RESULTS... INTELLIGENT DECISIONS	3/24/2009	3,594,752
HOVG, LLC	BAY AREA CREDIT SERVICE	12/4/2012	4,252,317
J & B Software, Inc.	TMS IMAGE	11/25/2003	2,785,815
J & B Software, Inc.	J&B SOFTWARE	3/8/2005	2,930,251
J & B Software, Inc.	JB SOFTWARE	1/23/2007	3,200,104
Novitex Acquisition, LLC	INTEGRATED DOCUMENT LIFE CYCLE	10/27/2015	4,843,047
Novitex Acquisition, LLC	NOVITEX ENTERPRISE SOLUTIONS	1/19/2016	4,889,926
Novitex Acquisition, LLC	IDLC	3/8/2016	4,914,308
Novitex Acquisition, LLC (by assignment from Pitney Bowes Management Services, Inc.)	DMAIL	8/11/2009	3,667,825
Novitex Enterprise Solutions, Inc.	INTELLIGENT OUTPUT BLUEPRINT	10/13/2015	4,830,428

UNITED STATES TRADEMARK REGISTRATIONS

<u>Owner Entity</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Regulus Group LLC	REGULUS	3/23/1999	2,233,195
Regulus Group LLC	TRANSACTIONS2	3/19/2002	2,550,030
Regulus Group LLC	REGULUS	4/6/2010	3,770,142
Rustic Canyon III, LLC	ACTIVE DNA	9/12/2006	3,142,518
Rustic Canyon III, LLC	ARCHIVE DNA	9/12/2006	3,142,519
Rustic Canyon III, LLC	DOCUMENT DNA	3/13/2007	3,218,370
Rustic Canyon III, LLC	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCESS	3/13/2007	3,218,371
SourceCorp BPS, Inc.	DELIVEREX	10/6/1981	1,172,589
SOURCECORP, Incorporated	FASTRIEVE & Design	11/20/2001	2,508,964
SOURCECORP, Incorporated	RESOURCES. SOLUTIONS. RESULTS.	12/9/2003	2,792,728
SOURCECORP, Incorporated	SOURCECORP & Design	12/16/2003	2,795,958
SOURCECORP, Incorporated	SOURCECORP	3/2/2004	2,820,372
SOURCECORP, Incorporated	SOURCECORP & Design	8/8/2006	3,127,240
SOURCECORP, Incorporated	DELIVEREXPRESS	5/22/2007	3,244,887
SOURCECORP, Incorporated	DELIVEREXPLORER	5/22/2007	3,244,891
SOURCECORP, Incorporated	DELIVEREXCHANGE	10/30/2007	3,324,105

UNITED STATES TRADEMARK REGISTRATIONS

<u>Owner Entity</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SOURCECORP, Incorporated	LEXICODE	12/22/2009	3,727,422
SOURCECORP, Incorporated	ERS GROUP	12/22/2009	3,727,423
SOURCECORP, Incorporated	RUST	12/22/2009	3,727,495
SOURCECORP, Incorporated	KINSELLA MEDIA	7/20/2010	3,820,182
SOURCECORP, Incorporated	SOURCECORP RACSOURCE	3/22/2011	3,935,532
SourceHOV LLC	FRAUDEXCHANGE CONNECTING THE DOTS & Design	6/17/2008	3,451,155
SourceHOV LLC	SOURCEHOV	2/5/2013	4,286,551
SourceHOV LLC	MISC. Design (Bridge/Globe Logo)	2/26/2013	4,296,264

UNITED STATES TRADEMARK APPLICATIONS

<u>Applicant Entity</u>	<u>Mark</u>	<u>Filing Date</u>	<u>App No.</u>
Novitex Enterprise Solutions, Inc.	LEGAL LINK POWERED BY NOVITEX (and Design)	02/3/2017	87323392
Novitex Enterprise Solutions, Inc.	LEGAL LINK	02/3/2017	87323311
Novitex Enterprise Solutions, Inc.	LEGAL LINK POWERED BY NOVITEX (and Design)	2/3/2017	87323392

STATE TRADEMARK REGISTRATIONS

<u>Owner Name</u>	<u>Trademark</u>	<u>State</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
HOV Services Inc.	SOURCEHOV	WY	9/26/2011	2011-

STATE TRADEMARK REGISTRATIONS

Owner Name	Trademark	State	Reg. Date	Reg. No.
				000608920
HOV Services, Inc.	HOV SERVICES/MERIDIAN	LA	1/6/2015	656252
HOV Services, Inc.	SOURCEHOV	OH	11/8/2011	2060475
HOV Services, Inc.	SOURCEHOV	NE	9/21/2011	10152643
HOVG LLC	BAY AREA CREDIT SERVICE, LLC	WY	1/28/2011	2011-000596224
HOVG, LLC	BAY AREA CREDIT SERVICE	AL	2/14/2014	114211
HOVG, LLC	BAY AREA CREDIT SERVICE, LLC	ND	4/13/2011	28538500
HOVG, LLC	BAY AREA CREDIT SERVICE, LLC	NE	2/25/2011	10145110
HOVG, LLC	BAY AREA CREDIT SERVICE	HI	2/7/2011	4091868
United Information Services, Inc.	SOURCEHOV	AZ	3/24/2014	593661

Schedule III

Registered Copyrights

UNITED STATES COPYRIGHTS

Claimant	Title	Registration No.	Registration Date
BancTec, Inc.	Floware Software	TX000545958	1992
BancTec, Inc.	The IMPAC software maintenance guide.	<u>TX0001636172</u>	8/14/1985
BancTec, Inc.	Banker 80 II release 1.03.01 (ACS)	TXu000309069	8/14/1985
BancTec, Inc.	Paige	<u>VAu000312258</u>	11/27/1998
BancTec, Inc.	Stub character.	<u>VAu000312309</u>	11/27/1998
BancTec, Inc.	Check character	VAu000312308	11/27/1998
BancTec, Inc.	Qpipe, Ais.Qpipe, AisQpipe.Server, QPipeConfigure, QPipeConnect, QPipeService_C#	TX0007349988	4/2/2010
BancTec, Inc.	Q2KPipe Database	TX0007349991	4/2/2010
BancTec, Inc.	Ais.Pipeline	TX0007349984	4/2/2010
BancTec, Inc.	Qub, Q1500, MetroPCS, Qpepsi, Qtick, AdpativeSigDetect, AisImageDll	TX0007349966	4/2/2010
BancTec, Inc.	QMaintainServer_C#, QMaintainClient_C#	TX0007349952	4/2/2010
BancTec, Inc.	Qscreens, AA_FullKey, Ais.QFieldDef, Ais.QPageDef, DataBaseLookupCtrl, QScreenDef	TX0007349957	4/2/2010
BancTec, Inc.	Qreview_C#, Ais.Qreview, Ais.Qreviewloader, Ais.Qreviewunloader, Qreview_C#_scripts, QreviewEditor_C#	TX0007335413	4/2/2010
BancTec, Inc.	Qclassify, Qorganize, Ais.Tesseract	TX0007358330	4/2/2010
BancTec, Inc.	QFullPageParse	TX0007348886	4/2/2010
BancTec, Inc.	Qfix	TX0007348826	4/2/2010
BancTec, Inc.	QAutoLookup, AisFdxLibrary, DisGrapher, QFuzzyMatching	Tx0007335541	4/2/2010
HOV Services, LLC	Report Logic	<u>TX0007044228</u>	3/23/2009
HOV Services, LLC	Oasis	<u>TXu001629704</u>	3/29/2009
HOV Services, LLC	Account Report Consolidation (ARC)/Claims Analytic Reporting System (CARS)	<u>TXu001648927</u>	4/16/2010

UNITED STATES COPYRIGHTS

Claimant	Title	Registration No.	Registration Date
IBIS Consulting, Inc.	Forum '97--sample code : Forum '97 IBIS demo.	TXu000804094	5/20/1997
IBIS Consulting, Inc.	IBIS Distributed Framework : version 2.0 : Distributed Application Framework for Forte : version 2.0.	TXu000786803	7/21/1997
Ibis Consulting, Inc.	E-discovery: a newsletter for & about electronic discovery / from Ibis Consulting.	CSN0128367 TX0005115715 TX0005004934 TX0005004933	5/11/2000 6/12/2000 10/13/1999 10/13/1999 (serial publication)