TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436447

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
SOURCECORP, INCORPORATED		07/12/2017	Corporation:

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: 13

Property Type	Number	Word Mark
Registration Number:	2508964	FASTRIEVE
Registration Number:	2792728	RESOURCES. SOLUTIONS. RESULTS.
Registration Number:	2795958	SOURCECORP
Registration Number:	2820372	SOURCECORP
Registration Number:	3127240	SOURCECORP
Registration Number:	3244887	DELIVEREXPRESS
Registration Number:	3244891	DELIVEREXPLORER
Registration Number:	3324105	DELIVEREXCHANGE
Registration Number:	3727422	LEXICODE
Registration Number:	3727423	ERS GROUP
Registration Number:	3727495	RUST
Registration Number:	3820182	KINSELLA MEDIA
Registration Number:	3935532	SOURCECORP RACSOURCE

OP $340.00 2508964

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 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 J AZCONA
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,

TRADEMARK
REEL: 006113 FRAME: 0473

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]

TRADEMARK
REEL: 006113 FRAME: 0474

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

TRADEMARK
REEL: 006113 FRAME: 0475

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

TRADEMARK
REEL: 006113 FRAME: 0477

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

HOV SERVICES, INC.

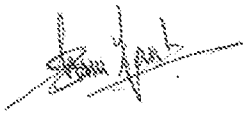
By:

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

TRADEMARK
REEL: 006113 FRAME: 0478

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

TRADEMARK
REEL: 006113 FRAME: 0479

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

TRADEMARK
REEL: 006113 FRAME: 0480

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

TRADEMARK
REEL: 006113 FRAME: 0481

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

TRADEMARK
REEL: 006113 FRAME: 0482

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

TRADEMARK
REEL: 006113 FRAME: 0483

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

TRADEMARK
REEL: 006113 FRAME: 0484

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

TRADEMARK
REEL: 006113 FRAME: 0485

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

TRADEMARK
REEL: 006113 FRAME: 0486

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

TRADEMARK
REEL: 006113 FRAME: 0487

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: _____

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

TRADEMARK
REEL: 006113 FRAME: 0488

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

NOVITEX ACQUISITION, LLC

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

TRADEMARK
REEL: 006113 FRAME: 0489

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

TRADEMARK
REEL: 006113 FRAME: 0490

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

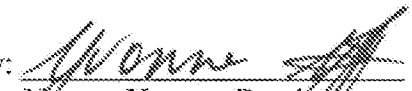
UNITED INFORMATION SERVICES, INC.

By: _____

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

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

ROYAL BANK OF CANADA,
as Collateral Agent,

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

Schedule I

UNITED STATES PATENTS

Owner Entity	Title	Issuance Date	Pat. No.
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

Owner Entity	Title	Filing Date	App No.
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

Owner Entity	Mark	Reg. Date	Reg. No.
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

Owner Entity	Mark	Reg. Date	Reg. No.
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

Owner Entity	Mark	Reg. Date	Reg. No.
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

Owner Entity	Mark	Reg. Date	Reg. No.
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

Applicant Entity	Mark	Filing Date	App No.
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

Owner Name	Trademark	State	Reg. Date	Reg. No.
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.	TX0001636172	8/14/1985
BancTec, Inc.	Banker 80 II release 1.03.01 (ACS)	TXu000309069	8/14/1985
BancTec, Inc.	Paige	VAu000312258	11/27/1998
BancTec, Inc.	Stub character.	VAu000312309	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	TX0007044228	3/23/2009
HOV Services, LLC	Oasis	TXu001629704	3/29/2009
HOV Services, LLC	Account Report Consolidation (ARC)/Claims Analytic Reporting System (CARS)	TXu001648927	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)