

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AN Global Inc.		07/18/2019	Corporation:
AN USA		07/18/2019	Corporation:
4th Source, LLC		07/18/2019	Limited Liability Company:
AgileThought, LLC		07/18/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	GLAS USA LLC
Street Address:	3 Second Street
Internal Address:	Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW JERSEY
Name:	GLAS AMERICAS LLC
Street Address:	3 Second Street
Internal Address:	Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5390259	AN GLOBAL
Registration Number:	5390260	AN
Registration Number:	5390261	THE POWER OF AN
Registration Number:	5395254	AN GLOBAL
Registration Number:	5395255	AN
Registration Number:	3543105	PROXIMITY MATTERS
Registration Number:	3087681	4TH SOURCE
Registration Number:	5606870	4

CH \$340.00 5390259

Property Type	Number	Word Mark
Registration Number:	5607245	DIGITAL STRONG
Registration Number:	5607246	PERSISTENT TEAM
Serial Number:	88335920	AGILETHOUGHT INSIGHTFUL SOLUTIONS :: INN
Serial Number:	88335766	AGILETHOUGHT
Serial Number:	88324002	AGILETHOUGHT

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127353000

Email: jselle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: M. Oren Epstein, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2869
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	07/25/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned (each, a "Grantor"), for the benefit of GLAS USA LLC and GLAS AMERICAS LLC, as administrative agent and collateral agent, respectively, for the Lenders (in such capacity, the "Agents"), in connection with a Guaranty and Collateral Agreement dated as of July 18, 2019, among the Grantors party thereto and the Agents (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Collateral Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Collateral Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the

Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

AN GLOBAL INC

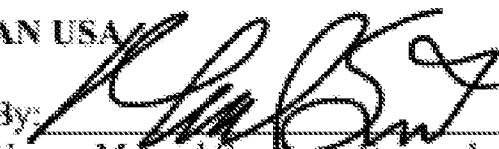


By: _____

Name: Manuel Senderos Fernandez

Title: Chief Executive Officer

AN USA



By: _____

Name: Manuel Senderos Fernandez

Title: President

4TH SOURCE, LLC

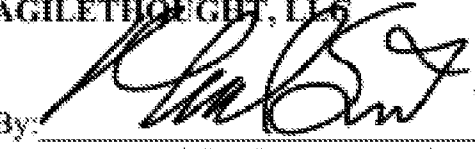


By: _____

Name: Manuel Senderos Fernandez

Title: President

AGILETHOUGHT, LLC



By: _____

Name: Manuel Senderos Fernandez

Title: Authorized Signatory

Acknowledged:

GLAS AMERICAS LLC, as Collateral Agent

By: _____
Name: _____
Title: _____

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

AN GLOBAL, LLC

By: _____
Name: _____
Title: _____

AN USA

By: _____
Name: _____
Title: _____

4TH SOURCE, LLC

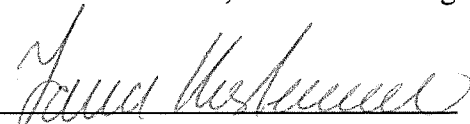
By: _____
Name: _____
Title: _____

AGILETHOUGHT, LLC

By: _____
Name: _____
Title: _____

Acknowledged:

GLAS AMERICAS LLC, as Collateral Agent

By: 
Name: Yana Kislenco
Title: Vice President

SCHEDULE 1
TRADEMARK COLLATERAL

Trademarks:

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
AN USA	87479776	5390259	6/7/2017	1/30/2018
AN USA	87479781	5390260	6/7/2017	1/30/2018
AN USA	87479786	5390261	6/7/2017	1/30/2018
AN USA	87511691	5395254	6/29/2017	2/6/2018
AN USA	87511701	5395255	6/29/2017	2/6/2018
AN GLOBAL, LLC	79237060	n/a	2/14/2018	n/a
AN GLOBAL, LLC	79237076	n/a	2/15/2018	n/a
4TH SOURCE, LLC	77449226	3543105	4/16/2008	12/9/2008
4TH SOURCE, LLC	78635,42	3087681	5/24/2005	5/2/2006
4TH SOURCE, LLC	87863769	5606870	04/04/2018	11/13/18
4TH SOURCE, LLC	87949189	5607245	06/05/2018	11/13/18
4TH SOURCE, LLC	87949193	5607246	06/05/2018	11/13/18
AgileThought, LLC	88335920	n/a	03/12/2019	n/a
AgileThought, LLC	88335766	n/a	03/12/2019	n/a
AgileThought, LLC	88324002	n/a	03/04/2019	n/a