

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSION OF AGENCY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		08/19/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4547930	AQRATE	
Registration Number:	5970390	I	
Registration Number:	5970391	IQOR	
Registration Number:	5970389	IQOR	
Registration Number:	5824071	IQOR LINQ	
Registration Number:	4614337	QEYMETRICS	
Registration Number:	4645436	QUANTUMATCH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	127487.1		
NAME OF SUBMITTER:	Spencer Simon		

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SIGNATURE:	/Spencer Simon/
DATE SIGNED:	08/21/2020
Total Attachments: 4 source=iQor - IP Notice of Transfer (July 2020 IPSA) Executed#page1.tif source=iQor - IP Notice of Transfer (July 2020 IPSA) Executed#page2.tif source=iQor - IP Notice of Transfer (July 2020 IPSA) Executed#page3.tif source=iQor - IP Notice of Transfer (July 2020 IPSA) Executed#page4.tif	

NOTICE OF SUCCESSION OF AGENCY
6995/0011

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of August 19, 2020 (the “Effective Date”), is executed by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below), as applicable (the “Prior Agent”), and ALTER DOMUS (US) LLC, in its capacity as Administrative Agent and Collateral Agent under the Current Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of April 1, 2014 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of May 11, 2018 and as further amended by that certain Omnibus Amendment and Consent, dated as of May 29, 2020), by and among IQOR HOLDINGS INC., a Delaware Corporation (“Holdings”), IQOR US INC., a Delaware Corporation (the “Borrower”), MORGAN STANLEY SENIOR FUNDING, INC. (in its capacity as the original Administrative Agent and Collateral Agent and as succeeded by the Prior Agent pursuant to that certain Resignation, Consent and Appointment Agreement, dated as of May 11, 2018, the “Predecessor Agent”) and certain other parties thereto (the “Original Credit Agreement”), the Prior Agent and certain grantor parties identified on the signature page hereto (the “Grantors”) are parties to that certain Second Lien Guarantee and Collateral Agreement dated as of April 1, 2014 (as amended by the Omnibus Amendment and Consent, the “Original Second Lien Guarantee and Collateral Agreement”), and the Second Lien Intellectual Property Security Agreement, dated as of July 8, 2020 (the “Intellectual Property Security Agreement”) and, together with the Original Credit Agreement and the Original Second Lien Guarantee and Collateral Agreement, the “Original Agreements”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2020 at Reel/Frame 6995/0011, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, the Original Credit Agreement was amended, as of August 19, 2020 (as amended, the “Current Agreement”), and in connection with the transactions under the Current Agreement, the Prior Agent, the Successor Agent, Holdings, the Borrower and certain other parties have into that certain Resignation, Consent and Appointment Agreement and Amendment No. 3 to Second Lien Credit Agreement, dated as of August 19, 2020 (the “Resignation Agreement”), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Administrative agent and Collateral Agent;

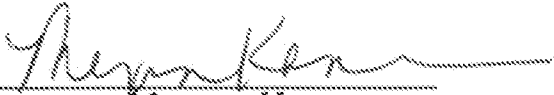
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent and Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Intellectual Property Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: 
Name: Megan Kane
Title: Authorized Signatory

By: 
Name: Didier Siffer
Title: Authorized Signatory

ALTER DOMUS (US) LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: _____
Name:
Title:

By: _____
Name:
Title:

ALTER DOMUS (US) LLC

By:  _____
Name: Jon Kirschmeier
Title: Authorized Signatory

[Signature Page to Notice of Succession of Agency (Second Lien)]

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Status	App Number	Reg Number	App. Date	Reg. Date	Owner
AQRATE	U.S. Federal	REGISTERED	85311004	4547930	03-MAY-2011	10-JUNE-2014	IQOR TECHNOLOGIES, INC.
I	U.S. Federal	REGISTERED	88217029	5970390	05-DEC-2018	28-JAN-2020	IQOR US INC.
IQOR	U.S. Federal	REGISTERED	88217035	5970391	05-DEC-2018	28-JAN-2020	IQOR US INC.
IQOR	U.S. Federal	REGISTERED	88217022	5970389	04-DEC-2018	28-JAN-2020	IQOR US INC.
IQOR LINQ	U.S. Federal	REGISTERED	87638804	5824071	09-OCT-2017	06-AUG-2019	IQOR US INC.
QEYMETRICS	U.S. Federal	REGISTERED	85752937	4614337	12-OCT-2012	30-SEP-2014	IQOR US INC.
QUANTUM AT CH	U.S. Federal	REGISTERED	85310894	4645436	03-MAY-2011	25-NOV-2014	IQOR TECHNOLOGIES, INC.