

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement recorded at Reel 6995/Frame 0011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		11/19/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	IQOR US Inc.
Street Address:	200 Central Avenue, Suite 700
City:	St. Petersburg
State/Country:	FLORIDA
Postal Code:	33701
Entity Type:	Corporation: DELAWARE
Name:	IQOR Holdings Inc.
Street Address:	200 Central Avenue, Suite 700
City:	St. Petersburg
State/Country:	FLORIDA
Postal Code:	33701
Entity Type:	Corporation: DELAWARE

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: 9494754754

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: 949-451-3800

TRADEMARK

Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 06370-00001

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 11/20/2020

Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made as of November 19, 2020, by ALTER DOMUS (US) LLC, in its capacity as successor Collateral Agent for the Secured Parties under (and as defined in) the Second Lien Guarantee and Collateral Agreement referred to below (the "Collateral Agent") for the benefit of IQOR US INC. (the "Borrower"), a Delaware corporation, IQOR HOLDINGS ("Holdings"), and each Subsidiary of Holdings (except for the Borrower) (collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Guarantee and Collateral Agreement (as defined below) or the Second Lien IP Security Agreement (as defined below) as applicable.

WITNESSETH:

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 Holdings, the Borrower, MORGAN STANLEY SENIOR FUNDING, INC. (in its capacity as the original Administrative Agent and Collateral Agent (the "Original Agent") and as succeeded by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below) pursuant to that certain Resignation, Consent and Appointment Agreement, dated as of May 11, 2018, the "Interim Agent") and certain other parties thereto (the "Original Second Lien Credit Agreement"), the Interim Agent and certain grantor parties identified on the signature page thereto 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 "Second Lien Guarantee and Collateral Agreement"), and the Second Lien Intellectual Property Security Agreement, dated as of July 8, 2020 (the "Second Lien IP Security Agreement" and, together with the Original Second Lien Credit Agreement and the 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 Second Lien IP Security Agreement was recorded with the United States Patent and Trademark Office on July 9, 2020 at Reel/Frame 6995/0011 with respect to the trademarks identified on Schedule A, attached hereto;

WHEREAS, the Original Second Lien 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 Interim Agent, the Collateral 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 Interim Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced in such roles by the Collateral Agent ;

WHEREAS, pursuant to the Resignation Agreement, the security interest in the IP Collateral was succeeded by and transferred to the Collateral Agent;

WHEREAS, in connection with the Resignation Agreement, a Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on August 21, 2020 at Reel/Frame 7031/0506, with respect to the trademarks identified on Schedule A, attached hereto;

WHEREAS, Grantors have requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the IP Collateral, including, without limitation, the trademarks set forth on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Second Lien Guarantee and Collateral Agreement or the Second Lien IP Security Agreement to the IP Property Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule A, all goodwill of the business connected therewith and symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such IP Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all of its right, title and interest of the Collateral Agent in the IP Collateral to the Grantors.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Second Lien IP Security Agreement.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

ALTER DOMUS (US) LLC, as Collateral Agent

By: J. K
Name: Jon Kirschmeier
Title: Authorized Signatory

[SIGNATURE PAGE TO RELEASE OF JULY 2020 2L PRE-PETITION INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007112 FRAME: 0940

**SCHEDULE A
Trademarks**

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 (Design)	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.
QUANTUMATCH	U.S. Federal	REGISTERED	85310894	4645436	03-MAY-2011	25-NOV-2014	IQOR TECHNOLOGIES, INC.