# CH \$390.00 384

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM610183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement recorded at Reel 5259/Frame 0382

#### **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: 15**

Property Type	Number	Word Mark
Registration Number:	3844376	TELMAR NETWORK TECHNOLOGY
Registration Number:	4286133	TELMAR NETWORK TECHNOLOGY
Registration Number:	2224543	DSC DEX CMS
Registration Number:	3844490	OEM-EXL SOLUTIONS
Registration Number:	3844377	COMPELLING SOLUTIONS FOR THE COMMUNICATI
Registration Number:	3287804	TRAVERSEEDGE
Registration Number:	2827755	TRANSACCESS
Registration Number:	3347312	TRAVERSE PACKETEDGE
Registration Number:	3384237	EDGEFLEX
Registration Number:	1270228	DEBT SCAN
Registration Number:	3295720	DEBTALERT
Registration Number:	3419438	I

TRADEMARK

900581549 REEL: 007112 FRAME: 0942

Property Type	Number	Word Mark
Registration Number:	3410058	IQOR
Registration Number:	3410060	IQOR
Registration Number:	3112981	RMS

#### 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

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: 10**

source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page1.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page2.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page3.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page4.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page5.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page6.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page7.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page8.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page9.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page9.tif source=iQor - Release of 2L Pre-petition IP Security Agreement (April 2014) (Executed)#page9.tif

#### 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 April 1, 2014 (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 April 4, 2014 at Reel/Frame 032606/0257, the United States Patent and Trademark Office on April 4, 2014 at Reel/Frame 5259/0382 and the United States Copyright Office on April 7, 2014 at Volume/Document 9909/556, with respect to the patents, trademarks and copyrights identified on each of Schedule A, Schedule B and Schedule C, respectively, attached hereto;

WHEREAS, the Original Second Lien Credit Agreement was amended, as of August 19, 2020 (as amended, the "<u>Current Agreement</u>"), 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 053573/0512 with respect to the Patent Collateral and with the United States Patent and Trademark Office on August 21, 2020 at Reel/Frame 7031/0494 with respect to the Trademark Collateral, and filed with the United States Copyright Office on August 21, 2020 with respect to the Copyright Collateral and Exclusive Copyright Licenses, in connection with the patents, trademarks and copyrights and exclusive copyright licenses identified on each of Schedule A, Schedule B and Schedule C, respectively, 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 patents set forth on Schedule A, the trademarks set forth on Schedule B, the copyrights set forth on Schedule C and the exclusive copyright licenses set forth on Schedule D 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 patents (including the patents and patent applications) set forth on Schedule A hereto, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule B, the copyrights (including the copyright registrations and copyright applications) set forth on Schedule C and the exclusive copyright licenses set forth on Schedule D hereto, the goodwill of the business 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 right, title or 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

Name: Jon Kirschmeier

Title: Authorized Signatory

[Signature Page to Release of April 2014 2L Pre-Petition IP Security Agreement]

# SCHEDULE A Patents

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Method and System	10/203,542	3/21/2003	7440908	10/21/2008	US	Jabil Global
for Selecting	10/203,342	3/21/2003	7440700	10/21/2000		Services,
A Sales						LLC
Channel						LLC
	12/760948	04/15/2010	9390132	07/12/2016	US	iQor US Inc.
Apparatuses,	12//00946	04/13/2010	9390132	0//12/2016	03	IQUI US IIIC.
Methods and						
Systems for a Universal Data						
II .						
Librarian	12/7/2570	04/10/2010	0405014	00/02/2017	TIC	.O HG I
Apparatuses,	12/762570	04/19/2010	9405814	08/02/2016	US	iQor US Inc.
Methods and						
Systems for a						
Global Data						
Exchange					-	
Apparatuses,	12/763331	04/20/2010	9043354	05/26/2015	US	iQor US Inc.
Methods and						
Systems for an						
Automated Data						
Extractor						
Apparatuses,	12/763320	04/20/2010	8812537	08/19/2014	US	iQor US Inc.
Methods and						
Systems for a						
Descriptive						
Business Grammar						
syntax Querier						
Apparatuses,	12/762577	4/19/2010	8489872	7/16/2013	US	iQor US Inc.
methods and						
systems for a real-						
time desktop						
configurer utilizing						
a user identifier or						
an initialization						
request to retrieve						
a data- structure-						
tracking syntax-						
configured string						
	12/903660	10/13/2010	9043355	05/26/2015	US	iQor US Inc.
Apparatuses, Methods and	12/903000	10/13/2010	7043333	03/20/2013	03	IQUI US IIIC.
II .						
Systems for a Journal						
Entry Automator	12/002795	10/12/2010	00/2079	06/22/2015	LIC	iOor IIC I
Apparatuses,	12/903685	10/13/2010	9063978	06/23/2015	US	iQor US Inc.
Methods and						1
Systems for a						
Financial						
Transaction						
Tagger	10/002712	10/10/2020			1170	10 777
Apparatuses,	12/903718	10/13/2010	9454526	09/27/2016	US	iQor US Inc.
Methods and						1
Systems for a						
Chart of Accounts						
Simplifier						

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Call Restrictor	12/903796	10/13/2010	9098509	08/04/2015	US	iQor US Inc.
Apparatuses, Methods and Systems for a Web Access Manager	12/903839	10/13/2010	9053146	06/09/2015	US	iQor US Inc.
Apparatuses, Methods and Systems for a Call Searcher	12/903765	10/13/2010	9672281	06/06/2017	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Referral Facilitator	12/905169	10/15/2010	9405799	08/02/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Onboarding Automator	12/905179	10/15/2010	9454576	09/27/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Termination Manager	12/905189	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Data Translator	12/904676	10/14/2010	8812482	08/19/2014	US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Contactability Evaluator	12/904706	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Liquidity Evaluator	12/904723	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for Consumer Contact Strategy Builder	12/904735	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Strategic Customer Dialer	12/904753	10/14/2010			US	iQor US Inc.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses,	12/905196	10/15/2010	10180962	01/15/2019	US	iQor US Inc.
Methods and						
Systems for a Real-						
Time Phone						
Configurer						
Apparatuses,	12/905204	10/15/2010	9405800	08/02/2016	US	iQor US Inc.
Methods and						
Systems for a						
Universal Payment						
Integrator						
Apparatuses,	12/905221	10/15/2010	9454577	09/27/2016	US	iQor US Inc.
Methods and						
Systems for an						
Employee						
Reimbursement						
Evaluator	12/00/2000	10/17/2010	0.5500.50	0.7/0.0/0.1.7	TIC	.o Hai
Apparatuses,	12/905239	10/15/2010	9659062	05/23/2017	US	iQor US Inc.
Methods and						
Systems for a Global						
Benefits Purse						
Facilitator	12/005247	10/15/2010	0207222	07/10/2016	TIC	.O HGI
Apparatuses,	12/905247	10/15/2010	9396232	07/19/2016	US	iQor US Inc.
Methods and						
Systems for a Rule-						
Integrated Virtual						
Punch Clock						

# **SCHEDULE B**

#### Trademarks

Trademark	App. No	Reg. No.	Jurisdiction	Owner
TELMAR NETWORK TECHNOLOGY (DESIGN)	77/902884	3844376	US	Telmar Network Technology, Inc.
TELMAR NETWORK TECHNOLOGY	85/661836	4286133	US	Telmar Network Technology, Inc.
DSC DEX CMS	75/067990	2224543	US	Telmar Network Technology, Inc.
OEM-EXL SOLUTIONS (DESIGN)	77/919090	3844490	US	Telmar Network Technology, Inc.
COMPELLING SOLUTIONS FOR THE COMMUNICATIO NS WORLD	77/903039	3844377	US	Telmar Network Technology, Inc.
TRAVERSEEDGE	78593797	3287804	US	Telmar Network Technology, Inc.
TRANSACCESS	78162508	2827755	US	Telmar Network Technology, Inc.
TRAVERSE PACKETEDGE	77128891	3347312	US	Telmar Network Technology, Inc.
EDGEFLEX	77122632	3384237	US	Telmar Network Technology, Inc.
DEBT SCAN	73/376006	1270228	US	The Receivable Management Services Corporation
DEBTALERT	78/923226	3295720	US	The Receivable Management Services Corporation
I (STYLIZED)	77/125309	3419438	US	iQor, Inc.
IQOR	77/125219	3410058	US	iQor, Inc.
IQOR (STYLIZED)	77/125271	3410060	US	iQor, Inc
RMS AND DESIGN	78/508217	3112981	US	The Receivable Management Services Corporation

# **SCHEDULE C**

# Copyrights

Title	Reg. Date	Reg. No.	Owner
RANKM	2/5/1988	TX0002279485	Telmar Group, Inc.
SCHEDM	2/5/1988	TX0002279487	Telmar Group, Inc.
TABM	2/5/1988	TX0002279486	Telmar Group, Inc.
Trigger Warehouse	2/5/2007	TXu001342544	Telmar Network
Management Software	2/3/2007	1Au001342344	Technology, Inc.

# **SCHEDULE D**

## **Exclusive Inbound Copyright Licenses for U.S. Copyright Registrations**

None.

**RECORDED: 11/20/2020**