

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM610189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IQOR US Inc.		11/19/2020	Corporation: DELAWARE
IQOR Holdings Inc.		11/19/2020	Corporation: DELAWARE
IQOR Technologies Inc.		11/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: 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		
<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:	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		

CH \$190.00 4547930

NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/20/2020
Total Attachments: 11 source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page1.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page2.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page3.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page4.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page5.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page6.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page7.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page8.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page9.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page10.tif source=iQor - Priority_Second Out Exit IP Security Agreement (Executed)#page11.tif	

EXIT TERM LOANS
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This EXIT TERM LOANS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated November 19, 2020 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Agent**”) for the Secured Parties.

WHEREAS, IQOR US INC., a Delaware corporation (the “**Borrower**”), has entered into a Priority Exit Term Loan Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Priority Exit Credit Agreement**”), among the Borrower, IQOR HOLDINGS INC., a Delaware corporation (“**Holdings**”), the Lenders party thereto from time to time, and WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent and Collateral Agent.

WHEREAS, Borrower has entered into a Second Out Term Loan Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Out Credit Agreement**,” together with the Priority Exit Credit Agreement, the “**Credit Agreements**”), among the Borrower, Holdings, the Lenders party thereto from time to time, and WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent and Collateral Agent.

WHEREAS, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) among Holdings, the Borrower, each Subsidiary of Holdings from time to time party thereto and the Agent. Terms defined in the Guarantee and Collateral Agreement or Credit Agreements and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement or Credit Agreements.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following now owned or hereafter acquired by such Grantor that constitute Collateral:

- (i) all Patents listed on Schedule A hereto (the “***Patent Collateral***”);
- (ii) all Trademarks listed on Schedule B hereto, and all goodwill of the business connected therewith and symbolized thereby (the “***Trademark Collateral***”); and
- (iii) all Copyrights listed on Schedule C hereto (the “***Copyright Collateral***”); and
- (iv) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), listed on Schedule D hereto, for which any Grantor is a licensee of specifically identified registered United States Copyrights (“***Exclusive Copyright Licenses***” and, collectively with the Patent Collateral, the Trademark Collateral and the Copyright Collateral, the “***IP Collateral***”).

SECTION 2. Certain Limited Exclusions. Notwithstanding anything to the contrary in this IP Security Agreement, this IP Security Agreement shall not constitute a grant of a security interest in (and the Collateral shall not include) any Excluded Property.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Termination. As more fully set forth in Section 7.15 of the Guarantee and Collateral Agreement, this IP Security Agreement and the security interests granted hereby shall terminate as of the date when all the Obligations (other than contingent indemnification obligations or liabilities) have been paid in full, and in connection with such termination, the Agent shall execute and deliver to the Grantors, at such Grantors’ sole cost and expense, all documents that such Grantors shall reasonably request to evidence such termination or release.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties under this IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Subject to Intercreditor and Collateral Agency Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Agent pursuant to this IP Security Agreement will be subject to the Intercreditor and Collateral Agency Agreement and (ii) the exercise of any right or remedy by the Agent hereunder will be subject to the limitations and provisions of the Intercreditor and Collateral Agency Agreement. In the event of any conflict between the terms of the Intercreditor and Collateral Agency Agreement and the terms of this IP Security Agreement, the terms of the Intercreditor and Collateral Agency Agreement shall govern.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IQOR US INC.

By: Stephanie Schuitt
Name: Stephanie Schuitt
Title: President and Secretary

IQOR HOLDINGS INC.

By: _____
Name: Runa Rosenfield
Title: General Counsel and Corporate Secretary

IQOR TECHNOLOGIES INC.

By: Stephanie Schuitt
Name: Stephanie Schuitt
Title: President and Secretary

[Signature Page to Priority Exit Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IQOR US INC.

By: _____
Name: Stephanie Schuitt
Title: President and Secretary

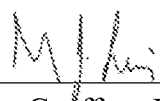
IQOR HOLDINGS INC.

By: RGK
Name: Runa Rosenfield
Title: General Counsel and Corporate Secretary

IQOR TECHNOLOGIES INC.

By: _____
Name: Stephanie Schuitt
Title: President and Secretary

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent

By: 
Name: Geoffrey J. Lewis
Title Vice President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Patent Number	Issue Date	Application Number	Application Date	Owner
Apparatuses, methods and systems for a real-time phone configure	U.S.	10180962	2019-01-15	12/905196	2010-10-15	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for a call searcher	U.S.	9672281	2017-06-06	12/903765	2010-10-13	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for a global benefits purse facilitator	U.S.	9659062	2017-05-23	12/905239	2010-10-15	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for an employee onboarding automator	U.S.	9454576	2016-09-27	12/905179	2010-10-15	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for a chart of accounts simplifier	U.S.	9454526	2016-09-27	12/903718	2010-10-13	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for an employee reimbursement evaluator	U.S.	9454577	2016-09-27	12/905221	2010-10-15	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for a universal payment integrator	U.S.	9405800	2016-08-02	12/905204	2010-10-15	IQOR US INC. IQOR HOLDINGS INC.
Apparatuses, methods and systems for an employee referral facilitator	U.S.	9405799	2016-08-02	12/905169	2010-10-15	IQOR HOLDINGS, INC IQOR US INC.
Apparatuses, methods and systems for a global data exchange	U.S.	9405814	2016-08-02	12/762570	2010-04-19	IQOR HOLDINGS INC.
Apparatuses, methods and systems for a rule-integrated virtual punch clock	U.S.	9396232	2016-07-19	12/905247	2010-10-15	IQOR HOLDINGS, INC. IQOR US INC.
Apparatuses, methods and systems for a universal data librarian	U.S.	9390132	2016-07-12	12/760948	2010-04-15	IQOR HOLDINGS, INC.
Apparatuses, methods and systems for a call restrictor	U.S.	9098509	2015-08-04	12/903796	2010-10-13	IQOR HOLDINGS, INC. IQOR US INC.
Apparatuses, methods and systems for a financial transaction tagger	U.S.	9063978	2015-06-23	12/903685	2010-10-13	IQOR HOLDINGS, INC. IQOR US INC.
Apparatuses, methods and systems for a web access manager	U.S.	9053146	2015-06-09	12/903839	2010-10-13	IQOR HOLDINGS, INC. IQOR US INC.

Title	Jurisdiction	Patent Number	Issue Date	Application Number	Application Date	Owner
Apparatuses, methods and systems for an automated data extractor	U.S.	9043354	2015-05-26	12/763331	2010-04-20	IQOR HOLDINGS, INC.
Apparatuses, methods and systems for a journal entry automator	U.S.	9043355	2015-05-26	12/903660	2010-10-13	IQOR U.S. INC. IQOR HOLDINGS, INC.
Apparatuses, methods and systems for a descriptive business grammar syntax querier	U.S.	8812537	2014-08-19	12/763320	2010-04-20	IQOR HOLDINGS, INC.
Apparatuses, methods and systems for a data translator	U.S.	8812482	2014-08-19	12/904676	2010-10-14	IQOR HOLDINGS, INC. IQOR U.S. INC.
Apparatuses, 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	U.S.	8489872	2013-07-16	12/762577	2010-04-19	IQOR HOLDINGS, INC.

SCHEDULE B

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-JUN-2014	IQOR TECHNOLOGIES, INC.
I	U.S. Federal	REGISTERED	88217029	5970390	05-DEC-2018	28-JAN-2020	IQOR US INC.
IQOR (logo)	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.

SCHEDULE C

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE D

**EXCLUSIVE INBOUND COPYRIGHT LICENSES FOR U.S. COPYRIGHT
REGISTRATIONS**

None.