

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OUTSOURCING SOLUTIONS INC.		12/11/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	333 S. Hope Street		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2916543	OSI	
<b>Registration Number:</b>	2853399	OSI STRATEGIC RECEIVABLES OUTSOURCING	
<b>Registration Number:</b>	2306812	OSI	
<b>Registration Number:</b>	1580533	CHECKBACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	4044205527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri, Paralegal		
<b>Address Line 1:</b>	303 Peachtree Street, Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland		
<b>SIGNATURE:</b>	/ban/		
<b>DATE SIGNED:</b>	12/16/2020		
<b>Total Attachments: 5</b>			
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## **Notice of Grant of Security Interest (ABL) in Intellectual Property**

NOTICE OF GRANT OF SECURITY INTEREST (ABL) IN TRADEMARKS, dated as of December 11, 2020 (this “Notice”), made by **OUTSOURCING SOLUTIONS INC.**, a Delaware corporation (the “Pledgor”), in favor of **BANK OF AMERICA, N.A.**, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (ABL), dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Alorica Inc. (the “Lead Borrower”), the Additional Borrowers (as defined therein) party thereto from time to time, the Additional Loan Parties (as defined therein) party thereto from time to time, and Bank of America, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

**OUTSOURCING SOLUTIONS INC.**

By:  \_\_\_\_\_

Name: **Elizabeth Lan Pan**

Title: Vice President of Finance, Secretary and  
Director

*[Signatures continue on the following page]*


**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: *Ron Bornstein*  
Name: **Ron Bornstein**  
Title: Senior Vice President

Schedule I  
To Notice of Grant of Security Interest (ABL) in Trademarks

Trademarks Owned by Outsourcing Solutions, Inc.

*U.S. Trademark Registrations*

<u>Mark</u>	Serial No./ Filing Date	Reg. No./ Reg. Date
OSI  OSI	78353302  16-JAN-2004	2916543  04-JAN-2005
OSI STRATEGIC RECEIVABLES OUTSOURCING  	78152613  09-AUG-2002	2853399  15-JUN-2004
OSI	75296287  22-MAY-1997	2306812  11-JAN-2000
CHECKBACK	73803743  01-JUN-1989	1580533  30-JAN-1990

*U.S. Trademark Applications*

None.