

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALORICA INC.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	333 S. Hope Street		
Internal Address:	Suite 1900		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	6076640		
Registration Number:	5941146	S SST SYSTEMS & SERVICES TECHNOLOGIES, I	
Registration Number:	5586176	ALORICA	
Registration Number:	5585435	ALORICA	
Registration Number:	5164800	PASSION PERFORMANCE POSSIBILITIES	
Registration Number:	5085337	ALORICA PASSION · PERFORMANCE · POSSIBIL	
Registration Number:	5085338	ALORICA	
Serial Number:	86619370	EGS	
Registration Number:	4834507	ALORICARES	
Registration Number:	4820497	HOMECENTERS	
Registration Number:	5102673	EGS EXPERT GLOBAL SOLUTIONS	
Registration Number:	4113468	NCO	
Registration Number:	4214353	SYSTEMS INTEGRATOR	
Registration Number:	2917953	SMART SELL	
Registration Number:	2763647	HELIX BY ALORICA	
Registration Number:	2763657	HELIX BY ALORICA	
Registration Number:	2952960	SPECTRUM	
Registration Number:	2947233	ALORICA INC.	

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Property Type	Number	Word Mark
Registration Number:	2947234	ALORICA INC.
Registration Number:	2760730	NCOPORTFOLIO
Registration Number:	2760731	NCOPORTFOLIO
Registration Number:	2785368	NCO PORTFOLIO MANAGEMENT
Registration Number:	2969057	NCOEPAYMENTS
Registration Number:	2326266	
Registration Number:	2474901	APAC CUSTOMER SERVICES
Registration Number:	2409705	NCO FINANCIAL SYSTEMS, INC.
Registration Number:	2265996	NCO
Serial Number:	90251670	ALORICARES

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	12/16/2020

Total Attachments: 8

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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 **ALORICA 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.

ALORICA INC.

By: 

Name: **Max Schwendner**

Title: Executive Vice President, Finance and
Planning and Secretary

[Signatures continue on the following page]



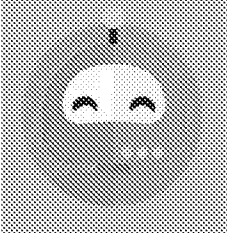

BANK OF AMERICA, N.A.,
as Collateral Agent

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 Alorica, Inc.

U.S. Trademark Registrations

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
<p><i>Design Only</i></p> 	<p>88618314 16-SEP-2019</p>	<p>6076640 09-JUN-2020</p>
<p>S SST SYSTEMS & SERVICES TECHNOLOGIES, INC. Cross References: S SST SYSTEMS & SERVICES TECHNOLOGIES INC</p> 	<p>87847966 23-MAR-2018</p>	<p>5941146 24-DEC-2019</p>
<p>ALORICA alorica</p>	<p>87841466 20-MAR-2018</p>	<p>5586176 16-OCT-2018</p>
<p>ALORICA ALORICA</p>	<p>87830323 12-MAR-2018</p>	<p>5585435 16-OCT-2018</p>
<p>PASSION PERFORMANCE POSSIBILITIES Passion Performance Possibilities</p>	<p>87110861 20-JUL-2016</p>	<p>5164800 21-MAR-2017</p>

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ALORICA PASSION · PERFORMANCE · POSSIBILITIES 	86879197 19-JAN-2016	5085337 22-NOV-2016
ALORICA 	86879242 19-JAN-2016	5085338 22-NOV-2016
EGS 	86619370 05-MAY-2015	5042188 13-SEP-2016
ALORICARES Cross References: ALORI CARES 	86270609 02-MAY-2014	4834507 20-OCT-2015
HOMECENTERS 	86146918 18-DEC-2013	4820497 29-SEP-2015
EGS EXPERT GLOBAL SOLUTIONS 	86084347 08-OCT-2013	5102673 20-DEC-2016

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
NCO 	77961095 17-MAR-2010	4113468 20-MAR-2012
SYSTEMS INTEGRATOR SYSTEMS INTEGRATOR	77913042 15-JAN-2010	4214353 25-SEP-2012
SMART SELL	78151202 06-AUG-2002	2917953 11-JAN-2005
HELIX BY ALORICA	76409362 20-MAY-2002	2763647 16-SEP-2003
HELIX BY ALORICA 	76409743 20-MAY-2002	2763657 16-SEP-2003
SPECTRUM	78127324 08-MAY-2002	2952960 17-MAY-2005
ALORICA INC. 	76401904 25-APR-2002	2947233 10-MAY-2005
ALORICA INC.	76401905 25-APR-2002	2947234 10-MAY-2005
NCOPORTFOLIO Cross References: NCO PORTFOLIO 	76230119 26-MAR-2001	2760730 09-SEP-2003
NCOPORTFOLIO Cross References: NCO PORTFOLIO	76230120 26-MAR-2001	2760731 09-SEP-2003
NCO PORTFOLIO MANAGEMENT	76230121 26-MAR-2001	2785368 25-NOV-2003
NCOEPAYMENTS Cross References: NCO E PAYMENTS NCOePayments	76230530 26-MAR-2001	2969057 19-JUL-2005

<u>Mark</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>
<i>Design Only</i> 	75656681 08-MAR-1999	2326266 07-MAR-2000
APAC CUSTOMER SERVICES	75656682 08-MAR-1999	2474901 07-AUG-2001
NCO FINANCIAL SYSTEMS, INC.	75214463 17-DEC-1996	2409705 05-DEC-2000
NCO 	75214464 17-DEC-1996	2265996 03-AUG-1999

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
ALORICARES	90251670	13-OCT-2020
ALORICARES		