

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIÉTÉ GÉNÉRALE		07/31/2018	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Sitel Operating Corporation		
Street Address:	3102 West End Avenue		
Internal Address:	Suite 900		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4624600	EXPERIENCE SHARED	
Registration Number:	4625069	SITEL	
Registration Number:	1448816	SITEL	
Registration Number:	3896390	SITEL HOMESHORE	
Registration Number:	4373056	SITEL WORK@HOME SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marissa.yu@freshfields.com		
Correspondent Name:	Marissa Yu		
Address Line 1:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Marissa Yu		
SIGNATURE:	/mmy/		
DATE SIGNED:	08/25/2021		
Total Attachments: 5			

OP \$140.00 4624600

source=Trademark release - 1L payoff letter#page1.tif
source=Trademark release - 1L payoff letter#page2.tif
source=Trademark release - 1L payoff letter#page3.tif
source=Trademark release - 1L payoff letter#page4.tif
source=Trademark release - 1L payoff letter#page5.tif

FIRST LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **FIRST LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is dated as of July 31, 2018 and granted by SOCIÉTÉ GÉNÉRALE, in its capacity as the administrative Agent and collateral Agent for the Secured Parties (in such capacity, the “Administrative Agent”), in favor of SITEL OPERATING CORPORATION (“Sitel”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below) or the Credit Agreement (as defined below), as applicable.

WHEREAS, Saturn International Holding, Saturn UK Holdco Limited, Saturn Merger Sub Corporation, Sitel Worldwide Corporation, the Lenders party thereto and the Administrative Agent entered into that certain First Lien Credit Agreement, dated as of September 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, Saturn Merger Sub Corporation, Sitel Worldwide Corporation, the U.S. Guarantors, each other Grantor from time to time party thereto and the Administrative Agent entered into that certain First Lien Pledge and Security Agreement, dated as of September 18, 2015 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Sitel and the Administrative Agent entered into that certain Trademark Security Agreement, dated as of September 18, 2015 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on September 18, 2015 at Reel/Frame 5625/0905;

WHEREAS, pursuant to the Trademark Security Agreement, Sitel granted to the Administrative Agent a security interest in all of Sitel’s right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”); and

WHEREAS, the Administrative Agent acknowledges the full payment and performance of the Obligations and desires to terminate and release any and all security interests, and any other lien, it has in the Trademark Collateral (as defined below).

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release of Security Interest. The Administrative Agent, on behalf of itself and the Secured Parties, hereby (i) absolutely, unconditionally and irrevocably (subject to reinstatement of the Secured Obligations pursuant to Section 7.06 of the Security Agreement) terminates, cancels, releases, extinguishes, and discharges, in its entirety, for the benefit of Sitel and its successors and assigns, the security interest in the Trademark Collateral granted to the Administrative Agent pursuant to the Security Agreement and the Trademark Security

Agreement, and any and all right, title and interest in the Trademark Collateral granted to the Administrative Agent pursuant to the Security Agreement and the Trademark Security Agreement shall hereby cease and become void; and (ii) terminates the Security Agreement and the Trademark Security Agreement.

2. Recordation; Further Assurances. The parties hereby authorize and request that the Commissioner for Trademarks at the United States Patent and Trademark Office or its delegate record this Release against the Trademark Collateral. The Administrative Agent agrees to, at Sitel's expense, perform all further acts and execute and deliver all further documents that are reasonably necessary to carry out the provisions of this Release.
3. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POSTJUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).
4. Miscellaneous. As used in this Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Release 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. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Administrative Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Sitel and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: Laura Weatherhead
Name: **Laura Weatherhead - Director**
Title:

[Signature Page to Trademark Release]


TRADEMARK
REEL: 007402 FRAME: 0947

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: _____
Name:
Title:

Acknowledged by:
SITEL OPERATING CORPORATION

By: 
Name: Elisabeth Destailleur
Title: Chief Financial Officer

[Signature Page to Trademark Release]

TRADEMARK
REEL: 007402 FRAME: 0948

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>#</u>	<u>MARK</u>	<u>SERIAL NO. / REG. NO.</u>	<u>APP DATE / REG. DATE</u>
1	EXPERIENCE SHARED	4624600	10/21/2014
2	SITEL	4625069	10/21/2014
3	SITEL	1448816	7/21/1987
4	SITEL HOMESHORE	3896390	12/28/2010
5	SITEL WORK@HOME SOLUTIONS	4373056	7/23/2013