

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sitel Group		08/27/2021	Société Anonyme (Sa): LUXEMBOURG
Sitel Operating Corporation		08/27/2021	Corporation: DELAWARE
Sykes Enterprises, Incorporated		08/27/2021	Corporation: FLORIDA
Clear Link Technologies, LLC		08/27/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2394584	SYKES
Registration Number:	2432532	REAL PEOPLE. REAL SOLUTIONS.
Registration Number:	2458918	SYKES
Registration Number:	3279780	SYKES
Registration Number:	3279784	SYKES
Registration Number:	3279782	SCIENCE OF SERVICE
Registration Number:	3239799	REAL PEOPLE. REAL SOLUTIONS.
Registration Number:	4452482	SYKES HOME
Registration Number:	4648004	TALENTSPROUT
Registration Number:	6114583	SYKES HOME
Registration Number:	4677526	SECURE TALK
Registration Number:	3292796	CLEARLINK
Registration Number:	3850447	MOVEAROO
Registration Number:	3781856	BIGLOCAL

OP \$990.00 2394584

Property Type	Number	Word Mark
Registration Number:	4130570	
Registration Number:	4130571	YOU MOVE. WE JUMP.
Registration Number:	4413919	A SECURE LIFE
Registration Number:	4629321	RAINGAGE
Registration Number:	4865881	CLEARLINK
Registration Number:	4913141	TERMLIFE2GO
Registration Number:	5221877	THE PENNY HOARDER
Registration Number:	5221878	THE PENNY HOARDER
Registration Number:	5322868	GOURMET ON A DIME
Registration Number:	5513703	PORTENT
Registration Number:	5865837	DEAR PENNY
Registration Number:	5945964	LET'S TALK
Registration Number:	5945965	LETSTALK.COM
Registration Number:	4891108	USDIRECT
Registration Number:	5094417	SAFEWISE
Registration Number:	5500623	WHISTLEOUT
Serial Number:	88782608	INNSO
Registration Number:	1448816	SITEL
Registration Number:	4625069	SITEL
Registration Number:	6262346	SITEL TECH SUPPORT AS A SERVICE
Registration Number:	6383865	SITEL GROUP
Registration Number:	6311961	S SITEL GROUP
Registration Number:	6338310	SITEL AT HOME
Registration Number:	4373056	SITEL WORK@HOME SOLUTIONS
Registration Number:	4747909	MOBIDRAFT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/31/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of August 27, 2021, among each Person listed on the signature pages hereof (each such Person, individually, a “Grantor”), and **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of August 27, 2021 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **SITEL WORLDWIDE CORPORATION**, a Delaware corporation, (the “U.S. Borrower”), **SITEL OPERATING CORPORATION**, a Delaware corporation (“Sitel U.S.”), each of the Subsidiaries of the Parent Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such Subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and, together with the U.S. Borrower and Sitel U.S., collectively, the “Grantors”) and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of such Grantor set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement,

the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

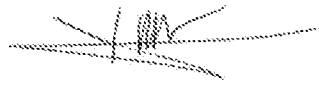
SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Parent Borrower at the Parent Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

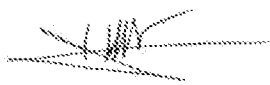
SECTION 9. Expenses. To the extent the Borrowers would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect), each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

SITEL GROUP

By: 
Name: Laurent Uberti
Title: President and Chief Executive Officer

SITEL OPERATING CORPORATION

By: 
Name: Laurent Uberti
Title: President and Chief Executive Officer

SYKES ENTERPRISES, INCORPORATED

By: 
Name: Laurent Uberti
Title: Chief Executive Officer

CLEAR LINK TECHNOLOGIES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

SITEL GROUP

By: _____
Name: Laurent Uberti
Title: President and Chief Executive Officer

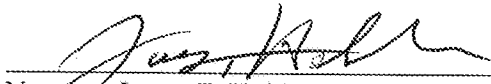
SITEL OPERATING CORPORATION

By: _____
Name: Laurent Uberti
Title: President and Chief Executive Officer

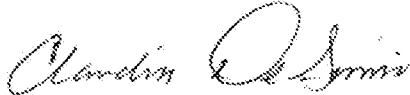
SYKES ENTERPRISES, INCORPORATED

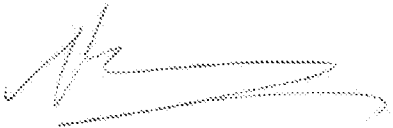
By: _____
Name:
Title:

CLEAR LINK TECHNOLOGIES, LLC

By:  _____
Name: James T. Holder
Title: Executive Vice President

BNP PARIBAS, as Collateral Agent

By 
Name: Claudia Desimio
Title: Managing Director

By 
Name: Bilal Nizami
Title: Vice President

SCHEDULE A TO THE TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application/Registration Number	Current Owner of Record
SYKES	US	2,394,584	Sykes Enterprises, Incorporated
REAL PEOPLE. REAL SOLUTIONS.	US	2,432,532	Sykes Enterprises, Incorporated
SYKES (and design)	US	2,458,918	Sykes Enterprises, Incorporated
SYKES	US	3,279,780	Sykes Enterprises, Incorporated
SYKES (and design)	US	3,279,784	Sykes Enterprises, Incorporated
SCIENCE OF SERVICE	US	3,279,782	Sykes Enterprises, Incorporated
REAL PEOPLE. REAL SOLUTIONS	US	3,239,799	Sykes Enterprises, Incorporated
SYKES HOME	US	4,452,482	Sykes Enterprises, Incorporated
TALENTSPROUT	US	4,648,004	Sykes Enterprises, Incorporated
SYKES HOME (and design)	US	6,114,583	Sykes Enterprises, Incorporated
SECURE TALK	US	4,677,526	Sykes Enterprises, Incorporated
CLEARLINK	US	3,292,796	Clear Link Technologies, LLC
MOVEAROO	US	3,850,447	Clear Link Technologies, LLC
BIGLOCAL	US	3,781,856	Clear Link Technologies, LLC
Miscellaneous Design (hopping kangaroo)	US	4,130,570	Clear Link Technologies, LLC

Mark	Jurisdiction	Application/Registration Number	Current Owner of Record
YOU MOVE. WE JUMP.	US	4,130,571	Clear Link Technologies, LLC
A SECURE LIFE	US	4,413,919	Clear Link Technologies, LLC
RAINGAGE	US	4,629,321	Clear Link Technologies, LLC
CLEARLINK	US	4,865,881	Clear Link Technologies, LLC
TERMLIFE2GO	US	4,913,141	Clear Link Technologies, LLC
THE PENNY HOARDER	US	5,221,877	Clear Link Technologies, LLC
THE PENNY HOARDER (and design)	US	5,221,878	Clear Link Technologies, LLC
GOURMET ON A DIME	US	5,322,868	Clear Link Technologies, LLC
PORTENT	US	5,513,703	Clear Link Technologies, LLC
DEAR PENNY	US	5,865,837	Clear Link Technologies, LLC
LET'S TALK	US	5,945,964	Clear Link Technologies, LLC
LETSTALK.COM	US	5,945,965	Clear Link Technologies, LLC
USDIRECT	US	4,891,108	Clear Link Technologies, LLC
SAFEWISE	US	5,094,417	Clear Link Technologies, LLC
WHISTLEOUT	US	5,500,623	Clear Link Technologies, LLC (f/k/a WhistleOut, Inc.)
INNSO	US	88782608	Sitel Group
SITEL	US	1,448,816	Sitel Operating Corporation

Mark	Jurisdiction	Application/Registration Number	Current Owner of Record
SITEL	US	4,625,069	Sitel Operating Corporation
SITEL TECH SUPPORT AS A SERVICE	US	6,262,346	Sitel Operating Corporation
SITEL GROUP	US	6,383,865	Sitel Operating Corporation
S SITEL GROUP	US	6,311,961	Sitel Operating Corporation
SITEL AT HOME	US	6,338,310	Sitel Operating Corporation
SITEL WORK@HOME SOLUTIONS	US	4,373,056	Sitel Operating Corporation
MOBIDRAFT	US	4,747,909	Clear Link Technologies, LLC (f/k/a Taylor Media, LLC)