

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sutherland Global Services Inc.		10/12/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Madison Pacific Trust Limited, as Security Agent		
Street Address:	17/F Far East Finance Centre, 16 Harcourt Road		
City:	Admiralty, Hong Kong		
State/Country:	HONG KONG		
Entity Type:	Public Company Limited By Shares: HONG KONG		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6273746	ROBILITY	
Registration Number:	5041284	SGS	
Registration Number:	4772338	SMARTLEAP	
Registration Number:	5703865	SUTHERLAND	
Registration Number:	5703866	SUTHERLAND	
Registration Number:	6047608	SUTHERLAND ALTRA	
Registration Number:	6675881	SUTHERLAND ANYWHERE	
Serial Number:	90529108	SUTHERLAND CONNECT	
Registration Number:	4352636	SUTHERLAND GLOBAL SERVICES	
Registration Number:	6194389	SUTHERLAND INTELLA	
Serial Number:	90528926	SUTHERLAND SAFE	
Registration Number:	6675472	SUTHERLAND SENTINEL	
Registration Number:	6675425	SUTHERLAND SENTINEL AI	
Serial Number:	97536229	SUTHERLAND SMARTCRED	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$365.00 6273746

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1810462 TM

NAME OF SUBMITTER: Jonathan Larson

SIGNATURE: /Jonathan Larson/

DATE SIGNED: 10/18/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made on October 12, 2022, by and among Grantor listed on the signature pages hereto (“Grantor”), and **MADISON PACIFIC TRUST LIMITED**, a company duly incorporated and existing under the laws of Hong Kong with its registered offices at 17/F, Far East Finance Centre, 16 Harcourt Road, Admiralty, Hong Kong (“Madison Pacific”), as security trustee for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Security Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **SUTHERLAND GLOBAL HOLDINGS INC.**, a Delaware corporation (“Parent”), as a Guarantor, **SUTHERLAND GLOBAL SERVICES UK LTD**, a company incorporated in England and Wales with its registered office address at 843 Finchley Road, London, United Kingdom, NW11 8NA (“Borrower”), certain Subsidiaries of Parent as Guarantors, **DBS BANK LTD.**, as mandated lead arranger and bookrunner, Madison Pacific, as agent of the Finance Parties and as Security Agent, and the Lenders identified on the signature pages thereto, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Finance Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Security Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of October 12, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Security Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants, assigns, and pledges to Security Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Intellectual Property Licenses under which a Trademark is licensed to which it is a party including those referred to on Schedule I;

- (b) all extensions and renewals thereof;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive income, license fees, royalties, and other compensation under any Trademark Intellectual Property License now or hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, the Trademark Collateral does not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use or a statement of use pursuant to 15 U.S.C. Section 1051(c) or 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Security Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **RECORDATION.** Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

5. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Security Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Security Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Security Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration in accordance with Section 7(g)(iv) of the Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. **COUNTERPARTS.** This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and

all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Trademark Security Agreement and any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Security Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL WAIVER SET FORTH IN SECTION 26, SECTION 27 AND SECTION 28, RESPECTIVELY, OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SUTHERLAND GLOBAL SERVICES INC.

By: 

Name: James Lisk

Title: Chief Financial Officer and Secretary

{Signature Page to Trademark Security Agreement}

SECURITY AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

MADISON PACIFIC TRUST LIMITED



By: 
Name: Leung Ho Sun Wilson
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007870 FRAME: 0855

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Sutherland Global Services Inc.	ROBILITY	88638095	10/1/2019	6273746	2/16/2021
Sutherland Global Services Inc.	SGS	85609188	4/26/2012	5041284	9/13/2016
Sutherland Global Services Inc.	SMARTLEAP	86446816	11/6/2014	4772338	7/14/2015
Sutherland Global Services Inc.	SUTHERLAND  SUTHERLAND	87329456	2/8/2017	5703865	3/19/2019
Sutherland Global Services Inc.	SUTHERLAND  SUTHERLAND	87329459	2/8/2017	5703866	3/19/2019
Sutherland Global Services Inc.	SUTHERLAND ALTRA	88653464	10/14/2019	6047608	5/5/2020
Sutherland Global Services Inc.	SUTHERLAND ANYWHERE	90528929	2/15/2021	6675881	3/22/2022
Sutherland Global Services Inc.	SUTHERLAND CONNECT	90529108	2/15/2021		
Sutherland Global Services Inc.	SUTHERLAND GLOBAL SERVICES	85609155	4/26/2012	4352636	6/18/2013
Sutherland Global Services Inc.	SUTHERLAND INTELLA	88885190	4/23/2020	6194389	11/10/2020
Sutherland Global Services Inc.	SUTHERLAND SAFE	90528926	2/15/2021		

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Sutherland Global Services Inc.	SUTHERLAND SENTINEL	90387205	12/16/2020	6675472	3/22/2022
Sutherland Global Services Inc.	SUTHERLAND SENTINEL AI	90376452	12/11/2020	6675425	3/22/2022
Sutherland Global Services Inc.	SUTHERLAND SMARTCRED	97536229	8/5/2022		

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

None.