

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALORICA INC.		12/21/2022	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: 10

Property Type	Number	Word Mark
Registration Number:	6284500	A
Registration Number:	6487102	ALORICA VIRTUAL ASSISTANT
Registration Number:	6553396	
Registration Number:	6553394	OTTO THE DISCOVERY BOT
Serial Number:	90521513	ALORICA VIRTUAL ASSISTANT
Serial Number:	90713491	CREATE INSANELY GREAT CUSTOMER EXPERIENC
Serial Number:	90773230	MOMENTS THAT MATTER
Serial Number:	97437490	CX2GO
Serial Number:	97586805	ALORICA CLEAR
Serial Number:	97652530	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

CH \$265.00 6284500

NAME OF SUBMITTER:	Kathleen O. Currey
SIGNATURE:	/KOC/
DATE SIGNED:	12/22/2022
Total Attachments: 5 source=06. Notice of Grant of Security Interest in Trademarks - Alorica Inc. (Alorica)#page1.tif source=06. Notice of Grant of Security Interest in Trademarks - Alorica Inc. (Alorica)#page2.tif source=06. Notice of Grant of Security Interest in Trademarks - Alorica Inc. (Alorica)#page3.tif source=06. Notice of Grant of Security Interest in Trademarks - Alorica Inc. (Alorica)#page4.tif source=06. Notice of Grant of Security Interest in Trademarks - Alorica Inc. (Alorica)#page5.tif	

Notice of Grant of Security Interest (ABL) in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST (ABL) IN TRADEMARKS, dated as of December 21, 2022 (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: Chief Financial Officer

[Signatures continue on the following page]

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

By: 

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

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
A (Stylized)	88/764,381	17-Jan-2020	6284500	2-Mar-2021
ALORICA VIRTUAL ASSISTANT	88/764,366	17-Jan-2020	6487102	14-Sep-2021
Design Only	90/453,558	7-Jan-2021	6553396	9-Nov-2021
OTTO THE DISCOVERY BOT	90/453,541	7-Jan-2021	6553394	9-Nov-2021

U.S. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALORICA VIRTUAL ASSISTANT	90/521,513	9-Feb-2021	N/A	N/A
CREATE INSANELY GREAT CUSTOMER EXPERIENCES	90/713,491	15-May-2021	N/A	N/A
MOMENTS THAT MATTER	90/773,230	14-Jun-2021	N/A	N/A
CX2GO	97437490	01-Jun-2022	N/A	N/A
Alorica Clear	97586805	12-Sep-2022	N/A	N/A
ALORICARES	97652530	28-Oct-2022	N/A	N/A