

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BancTec, Inc.		07/11/2023	Corporation: DELAWARE
Exela Enterprise Solutions, Inc.		07/11/2023	Corporation: DELAWARE
HOV Services, LLC		07/11/2023	Limited Liability Company: NEVADA
HOVG, LLC		07/11/2023	Limited Liability Company: NEVADA
J & B Software, Inc.		07/11/2023	Corporation: PENNSYLVANIA
Neon Acquisition, LLC		07/11/2023	Limited Liability Company: DELAWARE
Regulus Group LLC		07/11/2023	Limited Liability Company: DELAWARE
Rustic Canyon III, LLC		07/11/2023	Limited Liability Company: DELAWARE
SOURCECORP, Incorporated		07/11/2023	Corporation: DELAWARE
SourceHOV LLC		07/11/2023	Limited Liability Company: DELAWARE
Economic Research Services, Inc.		07/11/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as the Collateral Agent		
Street Address:	150 E. 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4889926	NOVITEX ENTERPRISE SOLUTIONS	
Registration Number:	3667825	DMAIL	
Registration Number:	3218370	DOCUMENT DNA	

CH \$865.00 4889926

Property Type	Number	Word Mark
Registration Number:	3218371	DOCUMENT DNA INCREASING PRODUCTIVITY WIT
Registration Number:	3517695	SCREEN 360
Registration Number:	4252317	BAY AREA CREDIT SERVICE
Registration Number:	4286551	SOURCEHOV
Registration Number:	2233195	REGULUS
Registration Number:	3594752	S SCREEN 360 INTELLIGENT SEARCHES... INT
Registration Number:	4315747	CLAIMPRECISE
Registration Number:	2301836	BANCTEC
Registration Number:	3727423	ERS GROUP
Registration Number:	3727422	LEXICODE
Registration Number:	2323353	BANCTEC
Registration Number:	3820182	KINSELLA MEDIA
Registration Number:	2466765	PAY COURIER
Registration Number:	2508964	FASTRIEVE
Registration Number:	1183583	BANCTEC
Registration Number:	3727495	RUST
Registration Number:	1745580	PLEXUS
Registration Number:	4296264	
Registration Number:	2792728	RESOURCES. SOLUTIONS. RESULTS.
Registration Number:	2795958	SOURCECORP
Registration Number:	2820372	SOURCECORP
Registration Number:	2905959	TURBOTIME
Registration Number:	2930251	J&B SOFTWARE
Registration Number:	1353824	PLEXUS
Registration Number:	3127240	SOURCECORP
Registration Number:	2785815	TMS IMAGE
Registration Number:	3287355	AP MASTER
Registration Number:	3287356	AP MASTER
Registration Number:	5285168	XELA
Registration Number:	5315901	DRYSIGN
Registration Number:	2575297	MICRONOMICS

CORRESPONDENCE DATA

Fax Number:

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.

Email: rlavalle@kslaw.com

Correspondent Name: Ryan La Valle

Address Line 1: 100 N. Wacker

Address Line 2: Suite 3900

TRADEMARK

REEL: 008129 FRAME: 0968

Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Ryan LA VALLE
SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	07/11/2023
Total Attachments: 8 source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page1.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page2.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page3.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page4.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page5.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page6.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page7.tif source=08. Exela - Collateral Assignment for Security - Trademarks Executed#page8.tif	

COLLATERAL ASSIGNMENT FOR SECURITY – TRADEMARKS

July 11, 2023

WHEREAS, each of the entities signatory hereto as an Assignor (each, an “Assignor” and collectively the “Assignors”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated as of July 11, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”; all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, each Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and excluding any Excluded Property as that term is defined in the Security Agreement and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations; provided that such “Collateral” shall not include any Excluded Property (as defined in the Security Agreement).

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security 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 agreement and the terms of the Security Agreement, the Security Agreement shall control.

This agreement may be executed in any number of counterparts and by different parties in separate 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 counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


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IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

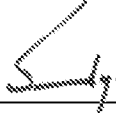
BANCTEC, INC.

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer

EXELA ENTERPRISE SOLUTIONS, INC.

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer


HOV SERVICES, LLC

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer


HOVG, LLC

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer


J & B SOFTWARE, INC.

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer


NEON ACQUISITION, LLC

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer

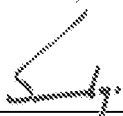
REGULUS GROUP LLC

By:  _____
Name: Suresh Yannamani
Title: Chief Executive Officer


RUSTIC CANYON III, LLC

By:  _____
Name: Suresh Yannamani
Title: Chief Executive Officer


SOURCECORP, INCORPORATED

By:  _____
Name: Suresh Yannamani
Title: Chief Executive Officer

SOURCEHOV LLC

By:  _____
Name: Suresh Yannamani
Title: Chief Executive Officer

Economic Research Services, Inc.

By: 
Name: Suresh Yannamani
Title: Chief Executive Officer

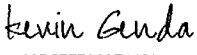
[Signature Page to Collateral Assignment For Security - Trademarks]

TRADEMARK
REEL: 008129 FRAME: 0974

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

BLUE TORCH FINANCE LLC, as Collateral Agent

By: Blue Torch Capital LP, its managing member

DocuSigned by:
By: 
33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signer

SCHEDULE A TO COLLATERAL ASSIGNMENT FOR SECURITY

Trademark Registrations and Trademark Applications

Owner Entity	Mark	Reg. Date (Filing Date)	Reg. No. (App. No.)	Status
Neon Acquisition, LLC	NOVITEX ENTERPRISE SOLUTIONS	1/19/2016	4,889,926	Active
Exela Enterprise Solutions, Inc.	DMAIL	8/11/2009	3,667,825	Active
Rustic Canyon III, LLC	DOCUMENT DNA	3/13/2007	3,218,370	Active
Rustic Canyon III, LLC	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCESS	3/13/2007	3,218,371	Active
HOV Services, LLC	SCREEN 360	10/14/2008	3,517,695	Active
HOVG, LLC	BAY AREA CREDIT SERVICE	12/4/2012	4,252,317	Active
SourceHOV LLC	SOURCEHOV	2/5/2013	4,286,551	Active
Regulus Group LLC	REGULUS	3/23/1999	2,233,195	Active
HOV Services, LLC	S SCREEN 360 INTELLIGENT SEARCHES... INTELLI- GENT RESULTS... INTELLIGENT DECISIONS	3/24/2009	3,594,752	Active
BancTec, Inc.	CLAIMPRECISE	4/9/2013	4,315,747	Active
BancTec, Inc.	BANCTEC (cl.9)	12/21/1999	2,301,836	Active
SOURCECORP, Incorporated	ERS GROUP	12/22/2009	3,727,423	Active
SOURCECORP, Incorporated	LEXICODE	12/22/2009	3,727,422	Active
BancTec, Inc.	BANCTEC (cl.35,37,42)	2/29/2000	2,323,353	Active
SOURCECORP, Incorporated	KINSELLA MEDIA	7/20/2010	3,820,182	Active
BancTec, Inc.	PAY COURIER	7/3/2001	2,466,765	Active
SOURCECORP, Incorporated	FASTRIEVE	11/20/2001	2,508,964	Active
BancTec, Inc.	BANCTEC	12/29/1981	1,183,583	Active
SOURCECORP, Incorporated	RUST	12/22/2009	3,727,495	Active
BancTec, Inc.	PLEXUS (cl.9)	1/12/1993	1,745,580	Active
SourceHOV LLC	MISC. Design (Bridge/Globe Logo)	2/26/2013	4,296,264	Active
SOURCECORP, Incorporated	RESOURCES. SOLUTIONS. RESULTS.	12/9/2003	2,792,728	Active
SOURCECORP, Incorporated	SOURCECORP & Design	12/16/2003	2,795,958	Active
SOURCECORP, Incorporated	SOURCECORP	3/2/2004	2,820,372	Active
BancTec, Inc.	TURBOTIME	11/30/2004	2,905,959	Active
J & B Software, Inc.	J&B SOFTWARE	3/8/2005	2,930,251	Active
BancTec, Inc.	PLEXUS (cl.9)	8/13/1985	1,353,824	Active
SOURCECORP, Incorporated	SOURCECORP & Design	8/8/2006	3,127,240	Active
J & B Software, Inc.	TMS IMAGE	11/25/2003	2,785,815	Active
BancTec, Inc.	AP MASTER	9/4/2007	3,287,355	Active
BancTec, Inc.	AP MASTER	9/4/2007	3,287,356	Active
SourceHOV LLC	XELA	9/12/2017	5,285,168	Active
SourceHOV LLC	DRYSIGN	10/24/2017	5,315,901	Active
BancTec, Inc.	BANCTEC	12/29/1981	1,183,583	Active
SOURCECORP, Incorporated	RUST	12/22/2009	3,727,495	Active
J & B Software, Inc.	TMS IMAGE	11/25/2003	2,785,815	Active

Owner Entity	Mark	Reg. Date (Filing Date)	Reg. No. (App. No.)	Status
BancTec, Inc.	AP MASTER	9/4/2007	3,287,355	Active
BancTec, Inc.	AP MASTER	9/4/2007	3,287,356	Active
SourceHOV LLC	XELA	9/12/2017	5,285,168	Active
Economic Research Services, Inc.	MICRONOMICS	6/07/2000	2,575,297	Active