

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEON ACQUISITION, LLC		07/11/2023	Limited Liability Company:
EXELA ENTERPRISE SOLUTIONS, INC.		07/11/2023	Corporation:
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4889926	NOVITEX ENTERPRISE SOLUTIONS	
Registration Number:	3667825	DMAIL	
CORRESPONDENCE DATA			
Fax Number:	2124920273		
<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:	2123733273		
Email:	ZHaq@paulweiss.com, cmeredithgoujon@paulweiss.com, kshmorhun@paulweiss.com		
Correspondent Name:	Zain Haq		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		
SIGNATURE:	/Claudine Meredith-Goujon/		
DATE SIGNED:	07/18/2023		
Total Attachments: 6			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 11, 2023 (this “Notice”), made by the entities listed on the signature page (collectively, the “Pledgor”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent (as defined below).

Reference is made to the Collateral Agency and Security Agreement (First Lien), dated as of July 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agency and Security Agreement”), among Exela Intermediate LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Royal Bank of Canada, 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 Agency and Security Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agency and Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agency and Security Agreement did, and hereby does, assign, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets and properties 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”):

(i) all Trademarks of the United States of America of such Pledgor, (ii) all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including those listed on Schedule I, (iii) all goodwill associated with or symbolized by the foregoing, (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing, (v) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

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, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. *Collateral Agency and Security 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 Agency and Security 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 Agency and 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 Notice and the Collateral Agency and Security Agreement, the terms of the Collateral Agency and Security 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.

NEON ACQUISITION, LLC


By:  _____

Name: Suresh Yannamani

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

EXELA ENTERPRISE SOLUTIONS, INC.

By:  _____

Name: Suresh Yannamani

Title: Chief Executive Officer

WILMINGTON SAVINGS FUND
SOCIETY, FSB,
as Collateral Agent,

By: 
Name: Raye Goldsborough
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by each Pledgor

U.S. Trademark Registrations

Owner Entity	Mark	Reg. Date (Filing Date)	Reg. No. (App. No.)
Neon Acquisition, LLC	NOVITEX ENTERPRISE SOLUTIONS	1/19/2016	4,889,926
Exela Enterprise Solutions, Inc.	DMAIL	8/11/2009	3,667,825

U.S. Trademark Applications

None.