

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AEGIS USA, INC.		03/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DB TRUSTEES (HONG KONG) LIMITED, as Security Agent
Street Address:	Level 52, International Commerce Center
Internal Address:	1 Austin Road West
City:	Kowloon
State/Country:	HONG KONG
Postal Code:	.
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77064578	EREP
Registration Number:	3469743	PEOPLESUPPORT TRANSCRIPTION AND CAPTIONING
Registration Number:	3469744	PEOPLESUPPORT ACCOUNTS RECEIVABLE MANAGEMENT
Registration Number:	2825594	PEOPLESUPPORT ... THE POWER OF EXPERIENCE
Registration Number:	2630035	PEOPLESUPPORT
Registration Number:	2542522	PEOPLESUPPORT UNIVERSITY
Registration Number:	2805178	
Registration Number:	2357206	PEOPLESUPPORT

CORRESPONDENCE DATA

Fax Number: (212)564-6083
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-947-7200
 Email: jdougherty@nationalcorp.com

OP \$215.00 77064578

Correspondent Name: Joseph Dougherty
Address Line 1: National Corporate Research
Address Line 2: 10 E 40th Street
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER: N350018

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jonathan Larson

Signature: /Jonathan Larson/

Date: 03/30/2012

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Aegis USA, Inc., a Delaware corporation (**Grantor**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a facility agreement dated March 27, 2012 between, among others, Aegis Limited, as the Parent, Essar Services (Mauritius) and the Grantor, as Borrowers, certain other subsidiaries of the Parent as the Guarantors, the financial institutions party thereto as Lenders, Deutsche Bank AG, Hong Kong Branch, as the Agent, and DB Trustees (Hong Kong) Limited, as security agent for the Secured Parties defined therein (in such capacity the **Security Agent**) (such facility agreement, as amended, supplemented, restated or modified from time to time, the **Credit Agreement**); and

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a security agreement dated as of the date hereof (said security agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **Security Agreement**) with the Security Agent.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has created in favor of the Security Agent a security interest in, and the Security Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Security Agent pursuant to the Security Agreement, the Grantor hereby grants to the Security Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the **Trademark Collateral**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **Trademarks**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **proceeds** includes whatever is receivable or received when Trademark Collateral or

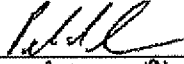
proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of 30 March, 2012.

AEGIS USA, INC.

By: 
Name: Peter Phan
Title: VP Secretary

Grant of Trademark Security (Aegis USA)

TRADEMARK
REEL: 004749 FRAME: 0656

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner/Applicant	Trademark Description	Registration/Application Number	Registration/Application Date
PeopleSupport, Inc.	EREP (Standard Character Mark)	77-064578	December 14, 2006
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> TRANSCRIPTION AND CAPTIONING (Standard Character Mark)	3469743	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> ACCOUNTS RECEIVABLE MANAGEMENT (Standard Character Mark)	3469744	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> THE POWER OF EXPERIENCE (Words only)	2825594	March 23, 2004
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> (Words and design)	2630035	October 8, 2002
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> UNIVERSITY (Words only)	2542522	February 26, 2002
PeopleSupport, Inc.	DESIGN OF HAND (Design only)	2805178	January 13, 2004
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> (Words only)	2357206	June 13, 2000

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