

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outsource Partners International, Inc.		10/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	42nd Floor, Attn: James J. McDonnell		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3177905		
Registration Number:	3172137	OUTSOURCE PARTNERS INTERNATIONAL	
Registration Number:	3184485	OPI	
Registration Number:	3175642	OUTSOURCE PARTNERS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	080461-625039		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	11/13/2014		

OP \$115.00 3177905

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of October 24, 2014, is made by EXLSERVICE HOLDINGS, INC., a Delaware corporation, EXLSERVICE.COM, LLC, a Delaware limited liability company, LANDACORP, INC., a Delaware corporation, OUTSOURCE PARTNERS INTERNATIONAL, INC., a Delaware corporation, PROFESSIONAL DATA MANAGEMENT AGAIN, INC., a Delaware corporation, TRUMBULL SERVICES, L.L.C., a Connecticut limited liability company, BLUE SLATE SOLUTIONS, LLC, a New York limited liability company (each, a "Grantor" and, collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ExlService Holdings, Inc. (the "Borrower"), the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement among the Grantors, the other Loan Parties party thereto, and the Agent, dated as of the date hereof (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Notice.

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks to the extent required by the Security Agreement.

Section 5. Counterparts. This Notice 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

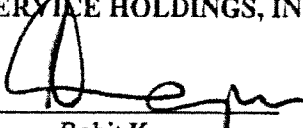
Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

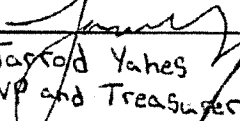
IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

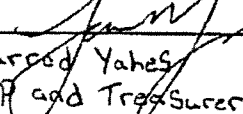
EXLSERVICE HOLDINGS, INC.

By: 
Name: Rohit Kapoor
Title: Vice Chairman & CEO

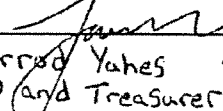
EXLSERVICE.COM, LLC

By: 
Name: Jarrod Yahes
Title: SVP and Treasurer

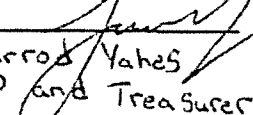
LANDACORP, INC.

By: 
Name: Jarrod Yahes
Title: SVP and Treasurer

**OUTSOURCE PARTNERS
INTERNATIONAL, INC.**

By: 
Name: Jarrod Yahes
Title: SVP and Treasurer

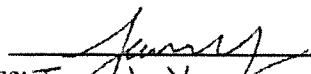
**PROFESSIONAL DATA MANAGEMENT
AGAIN, INC.**

By: 
Name: Jarrod Yahes
Title: SVP and Treasurer

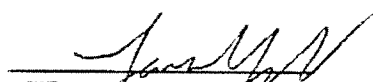
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005400 FRAME: 0311

TRUMBULL SERVICES, L.L.C.

By: 
Name: Jarrod Yates
Title: SVP and Treasurer

BLUE SLATE SOLUTIONS, LLC

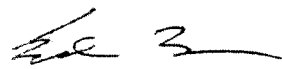
By: 
Name: Jarrod Yates
Title: SVP and Treasurer

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005400 FRAME: 0312

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____

Name: Edward P. Nallan, Jr.

Title: Credit Executive


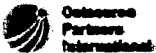
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005400 FRAME: 0313

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration No.	Registration Date
Outsource Partners International, Inc.	United States of America		3,177,905	11/28/2006
Outsource Partners International, Inc.	United States of America		3,172,137	11/14/2006
Outsource Partners International, Inc.	United States of America	OPI	3,184,485	12/12/2006
Outsource Partners International, Inc.	United States of America	OUTSOURCE PARTNERS INTERNATIONAL	3,175,642	11/21/2006