

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4701196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EXLSERVICE HOLDINGS, INC.	11/21/2017
OVERLAND SOLUTIONS, INC.	11/21/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CITIBANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	6400 LAS COLINAS BLVD
<b>Internal Address:</b>	ATTN: COLLATERAL CONTROL - MAIL STOP CC1-30
<b>City:</b>	IRVING
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D766272
<b>Patent Number:</b>	8566130
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)310-8007
<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>	
<b>Phone:</b>	212.310.8087
<b>Email:</b>	juan.arias@weil.com
<b>Correspondent Name:</b>	NICK NIKIC
<b>Address Line 1:</b>	WEIL, GOTSHAL & MANGES LLP
<b>Address Line 2:</b>	767 FIFTH AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10153
<b>NAME OF SUBMITTER:</b>	NICK NIKIC
<b>SIGNATURE:</b>	/NICK NIKIC/
<b>DATE SIGNED:</b>	11/22/2017
<b>Total Attachments: 5</b>	
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## NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Notice"), dated as of November 21, 2017, is made by EXLSERVICE HOLDINGS, INC., a Delaware corporation (the "Borrower"), each of the Borrower's domestic Subsidiaries party from time to time hereto (together with the Borrower, the "Grantors" and each, a "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Agent") for the Secured Parties under and as defined in 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, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 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 (other than the Borrower) has agreed, pursuant to the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Credit Agreement, 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 Patent 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 "Patent Collateral")

- a. all of its Patents, including, without limitation, those referred to on Schedule I hereto;
- b. all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; 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 Patent

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, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents.

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.

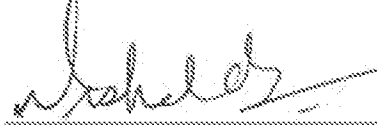
Section 6.      Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

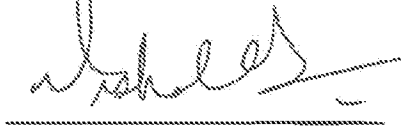
**EXLSERVICE HOLDINGS, INC.**

By: 

Name: Vishal Chhibbar

Title: Chief Financial Officer

**OVERLAND SOLUTIONS, INC.**

By: 

Name: Vishal Chhibbar


Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Patents]

**PATENT**  
**REEL: 044803 FRAME: 0516**

ACCEPTED AND AGREED  
as of the date first above written:

CITIBANK, N.A.,  
as Agent

By: 

Name: Michael Berry  
Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interest in Patents]

SCHEDULE I  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

Patent Registrations

I. REGISTERED PATENTS

Patent (Jurisdiction)	Application No. Registration No.	Date Filed Date Issued	Owner/Assignee of Record
PORTION OF A DISPLAY SCREEN WITH GRAPICAL USER INTERFACE	29/532,062 D766272	7/1/2015 9/13/2016	ExlService Holdings, Inc.
SYSTEM AND METHOD FOR ELECTRONIC AUDITING	13/358,302 8566130	1/25/2012 10/22/2013	Overland Solutions, Inc.