

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6413558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT RECORDED AT REEL 032597/FRAME 0245
CONVEYING PARTY DATA	
Name	Execution Date
WILMINGTON SAVINGS FUND SOCIETY, FSB	11/19/2020
RECEIVING PARTY DATA	
Name:	IQOR US INC.
Street Address:	200 CENTRAL AVENUE, SUITE 700
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33701
Name:	IQOR HOLDINGS INC.
Street Address:	200 CENTRAL AVENUE, SUITE 700
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33701
PROPERTY NUMBERS Total: 25	
Property Type	Number
Patent Number:	7440908
Application Number:	12760948
Application Number:	12762570
Application Number:	12763331
Application Number:	12763320
Patent Number:	8489872
Application Number:	12903660
Application Number:	12903685
Application Number:	12903718
Application Number:	12903796
Application Number:	12903839
Application Number:	12903765
Application Number:	12905169
Application Number:	12905179
Application Number:	12905189
PATENT	

Property Type	Number
Application Number:	12904676
Application Number:	12904706
Application Number:	12904723
Application Number:	12904735
Application Number:	12904753
Application Number:	12905196
Application Number:	12905204
Application Number:	12905221
Application Number:	12905239
Application Number:	12905247

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE KANN

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 06370-00001

NAME OF SUBMITTER: STEPHANIE KANN

SIGNATURE: /stephanie kann/

DATE SIGNED: 11/20/2020

Total Attachments: 10

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made as of November 19, 2020, by WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as successor Collateral Agent for the Secured Parties under (and as defined in) the First Lien Guarantee and Collateral Agreement referred to below (the "Collateral Agent") for the benefit of IQOR US INC. (the "Borrower"), a Delaware corporation, IQOR HOLDINGS ("Holdings"), and each Subsidiary of Holdings (except for the Borrower) (collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the First Lien Guarantee and Collateral Agreement (as defined below) or the First Lien IP Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of April 1, 2014, by and among Holdings, the Borrower, Morgan Stanley Senior Funding, Inc., in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below) (the "Original Agent") and certain other parties thereto (the "Initial First Lien Credit Agreement"), the Original Agent and certain grantor parties identified on the signature page thereto entered into that certain First Lien Guarantee and Collateral Agreement, dated as of April 1, 2014, by and among the Grantors and the Original Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement");

WHEREAS, the Grantors and the Collateral Agent are parties to that certain (i) First Lien Guarantee and Collateral Agreement; and (ii) First Lien Intellectual Property Security Agreement, dated as of April 1, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien IP Security Agreement" and together with the Initial First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the "Original Agreements"), pursuant to which the Grantors granted to the Original Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the IP Collateral (as defined in the First Lien IP Security Agreement), including the patents, trademarks, copyrights, and exclusive copyright licenses set forth on Schedules A, B, C, and D hereto; and

WHEREAS, the First Lien Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 3, 2014 at Reel/Frame 032597/0245 patents, the United States Patent and Trademark Office on April 3, 2014 at Reel/Frame 5251/0098 and the United States Copyright Office on April 4, 2014 at Volume/Document 9909/536, with respect to the patents, trademarks and copyrights identified on each of Schedule A, Schedule B and Schedule C, respectively, attached hereto;

WHEREAS, the Initial First Lien Credit Agreement was amended, as of May 11, 2018 (as amended, the "Amended First Lien Credit Agreement"), and in connection with the transactions under the Amended First Lien Credit Agreement, the Original Agent, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent and

Collateral Agent under the Interim Agreements (as defined below) ("Interim Agent"), Holdings, the Borrower and certain other parties entered into that certain Resignation, Consent and Appointment Agreement, dated as of May 11, 2018 (the "Resignation Agreement", together with the Amended First Lien Credit Agreement, the "Interim Agreements"), whereby the Original Agent resigned as Administrative Agent and Collateral Agent and was succeeded to and replaced by the Interim Agent;

WHEREAS, pursuant to the Resignation Agreement, the security interest in the IP Collateral was succeeded by and transferred to the Interim Agent;

WHEREAS, in connection with the Resignation Agreement, a Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on May 14, 2018 at Reel/Frame 046434/0344, the United States Patent and Trademark Office on May 14, 2018 at Reel/Frame 006374/0652 and the United States Copyright Office on May 14, 2018 at Volume/Document 9958/011, with respect to the patents, trademarks and copyrights identified on each of Schedule A, Schedule B and Schedule C, respectively, attached hereto;

WHEREAS, the Interim Agent, the Collateral Agent, Holdings, the Borrower and certain other parties entered into that certain Resignation, Consent and Appointment Agreement, dated as of July 8, 2020 (the "2020 Resignation Agreement"), whereby the Interim Agent resigned as Administrative Agent and Collateral Agent and was succeeded to and replaced by the Collateral Agent as successor Administrative Agent and Collateral Agent;

WHEREAS, pursuant to the 2020 Resignation Agreement, the security interest in the IP Collateral was succeeded by and transferred to the Collateral Agent;

WHEREAS, in connection with the 2020 Resignation Agreement, a Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on July 10, 2020 at Reel/Frame 053158/0567 with respect to the patents identified on Schedule A, attached hereto;

WHEREAS, Grantors have requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the IP Collateral, including, without limitation, the patents set forth on Schedule A, the trademarks set forth on Schedule B, the copyrights set forth on Schedule C and the exclusive copyright licenses set forth on Schedule D hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the First Lien Guarantee and Collateral Agreement or the First Lien IP Security Agreement to the IP Property Collateral, including, without limitation, the patents (including the patents and patent applications) set forth on Schedule A hereto, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule B, the copyrights (including the copyright registrations and

copyright applications) set forth on Schedule C and the exclusive copyright licenses set forth on Schedule D hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such IP Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the IP Collateral to the Grantors.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the First Lien IP Security Agreement.

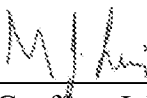
3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

**WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent**

By: 
Name: Geoffrey J. Lewis
Title: Vice President

SCHEDULE A
Patents

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Method and System for Selecting A Sales Channel	10/203,542	3/21/2003	7440908	10/21/2008	US	Jabil Global Services, LLC
Apparatuses, Methods and Systems for a Universal Data Librarian	12/760948				US	iQor US Inc.
Apparatuses, Methods and Systems for a Global Data Exchange	12/762570				US	iQor US Inc.
Apparatuses, Methods and Systems for an Automated Data Extractor	12/763331				US	iQor US Inc.
Apparatuses, Methods and Systems for a Descriptive Business Grammar syntax Querier	12/763320				US	iQor US Inc.
Apparatuses, methods and systems for a real-time desktop configurer utilizing a user identifier or an initialization request to retrieve a data- structure-tracking syntax-configured string	12/762577	4/19/2010	8489872	7/16/2013	US	iQor US Inc.
Apparatuses, Methods and Systems for a Journal Entry Automator	12/903660	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Financial Transaction Tagger	12/903685	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Chart of Accounts Simplifier	12/903718	10/13/2010			US	iQor US Inc.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Call Restrictor	12/903796	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Web Access Manager	12/903839	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Call Searcher	12/903765	10/13/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Referral Facilitator	12/905169	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Onboarding Automator	12/905179	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Termination Manager	12/905189	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Data Translator	12/904676	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Contactability Evaluator	12/904706	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Liquidity Evaluator	12/904723	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for Consumer Contact Strategy Builder	12/904735	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Strategic Customer Dialer	12/904753	10/14/2010			US	iQor US Inc.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Real-Time Phone Configurer	12/905196	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Universal Payment Integrator	12/905204	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Reimbursement Evaluator	12/905221	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Global Benefits Purse Facilitator	12/905239	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Rule-Integrated Virtual Punch Clock	12/905247	10/15/2010			US	iQor US Inc.

SCHEDULE B

Trademarks

Trademark	App. No	Reg. No.	Jurisdiction	Owner
AGRATE	85311004	4547930	US	iQor Technologies, Inc.
I	88217029	5970390	US	iQor US Inc.
IQOR	88217035	5970391	US	iQor US Inc.
IQOR	88217022	0970389	US	iQor US Inc.
IQOR LINQ	87638804	5824071	US	iQor US Inc.
QEYMETRICS	85752937	4614437	US	iQor US Inc.
QUANTUMATCH	85310894	4645436	US	iQor Technologies, Inc.
TELMAR NETWORK TECHNOLOGY (DESIGN)	77/902884	3844376	US	Telmar Network Technology, Inc.
TELMAR NETWORK TECHNOLOGY	85/661836	4286133	US	Telmar Network Technology, Inc.
DSC DEX CMS	75/067990	2224543	US	Telmar Network Technology, Inc.
OEM-EXL SOLUTIONS (DESIGN)	77/919090	3844490	US	Telmar Network Technology, Inc.
COMPELLING SOLUTIONS FOR THE COMMUNICATIO NS WORLD	77/903039	3844377	US	Telmar Network Technology, Inc.
TRAVERSEEDGE	78593797	3287804	US	Telmar Network Technology, Inc.
TRANSACCESS	78162508	2827755	US	Telmar Network Technology, Inc.
TRAVERSE PACKETEDGE	77128891	3347312	US	Telmar Network Technology, Inc.
EDGEFLEX	77122632	3384237	US	Telmar Network Technology, Inc.
DEBT SCAN	73/376006	1270228	US	The Receivable Management Services Corporation
DEBTALERT	78/923226	3295720	US	The Receivable Management Services Corporation
I (STYLIZED)	77/125309	3419438	US	iQor, Inc.
IQOR	77/125219	3410058	US	iQor, Inc.
IQOR (STYLIZED)	77/125271	3410060	US	iQor, Inc.
RMS AND DESIGN	78/508217	3112981	US	The Receivable Management Services Corporation

SCHEDULE C

Copyrights

Title	Reg. Date	Reg. No.	Owner
RANKM	2/5/1988	TX0002279485	Telmar Group, Inc.
SCHEDM	2/5/1988	TX0002279487	Telmar Group, Inc.
TABM	2/5/1988	TX0002279486	Telmar Group, Inc.
Trigger Warehouse Management Software	2/5/2007	TXu001342544	Telmar Network Technology, Inc.

SCHEDULE D

Exclusive Inbound Copyright Licenses for U.S. Copyright Registrations

None.