PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6892977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SYKES ENTERPRISES, INCORPORATED	08/27/2021

RECEIVING PARTY DATA

Name:	BNP PARIBAS		
Street Address:	787 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		

PROPERTY NUMBERS Total: 6

Property Type	Number	
Patent Number:	10742649	
Patent Number:	10748099	
Application Number:	15402210	
Application Number:	16908280	
Application Number:	16938537	
Application Number:	62867998	

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael. Violet@wolterskluwer.com, ECarrera@cahill.com

CT CORPORATION **Correspondent Name:**

4400 EASTON COMMONS WAY Address Line 1:

Address Line 2: **SUITE 125**

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE: /Elaine Carrera/		
DATE SIGNED:	08/31/2021	

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of August 27, 2021, between the Person listed on the signature page hereof (the "Grantor"), and BNP PARIBAS, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

- A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of August 27, 2021 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") among SITEL WORLDWIDE CORPORATION, a Delaware corporation, (the "U.S. Borrower"), SITEL OPERATING CORPORATION, a Delaware corporation ("Sitel U.S."), each of the Subsidiaries of the Parent Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such Subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with the U.S. Borrower and Sitel U.S., collectively, the "Grantors") and the Collateral Agent.
- B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Patent Security Agreement, including terms defined in the preamble and recitals hereto.
- C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this Patent Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office ("<u>USPTO</u>").

Accordingly, the Collateral Agent and Grantor agree as follows:

- SECTION 1. <u>Grant of Security</u>. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States patent and patent applications and exclusive licenses thereof of such Grantor set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "<u>Collateral</u>").
- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.
- SECTION 3. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.
- SECTION 4. <u>Grants, Rights and Remedies</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Parent Borrower at the Parent Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. <u>Expenses</u>. To the extent the Borrowers would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect), Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Patent Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Patent Security Agreement as of the day and year first above written.

SYKES ENTERPRISES, INCORPORATED

By:

Name: Laurent Uberti

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

BNP PARIBAS, as Collateral Agent

By

Name: Claudia Desimio Title: Managing Director

By

Name: Bilal Nizami Title: Vice President

SCHEDULE A TO THE PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Title	Country	Application/Registration Number	Current Owner of Record
SECURE AUTHENTICATION AND VIRTUAL ENVIRONMENT SETUP	US	10,742,649	Sykes Enterprises, Incorporated
FOUNDATIONAL ANALYTICS ENABLING DIGITAL TRANSFORMATIONS	US	10,748,099	Sykes Enterprises, Incorporated
SYSTEM AND METHOD OF ANALYSIS AND RECOMMENDATION FOR DISTRIBUTED EMPLOYEE MANAGEMENT AND DIGITAL COLLABORATION	US	15/402,210	Sykes Enterprises, Incorporated
SYSTEMS AND METHODS FOR DIGITAL ANALYSIS, TEST, AND IMPROVEMENT OF CUSTOMER EXPERIENCE	US	16/908,280	Sykes Enterprises, Incorporated
SYSTEMS AND METHODS FOR DIGITAL ANALYSIS, PEST, AND IMPROVEMENT OF CUSTOMER EXPERIENCE	US	16/938,537	Sykes Enterprises, Incorporated
SYSTEMS AND METHODS OF ANALYSIS, TEST, AND RECOMMENDATION FOR IMPROVING CUSTOMER EXPERIENCE	US	62/867,998	Sykes Enterprises, Incorporated

PATENT REEL: 057390 FRAME: 0216

RECORDED: 08/31/2021