

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGILETHOUGHT, LLC		05/27/2022	Limited Liability Company: FLORIDA
4TH SOURCE, LLC		05/27/2022	Limited Liability Company: DELAWARE
AN USA		05/27/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BLUE TORCH FINANCE LLC
Street Address:	150 East 58th Street, 18th floor
Internal Address:	c/o Blue Torch Capital LP
City:	New York
State/Country:	NEW YORK
Postal Code:	10155
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6106141	AGILETHOUGHT
Registration Number:	6106142	AGILETHOUGHT
Registration Number:	6106144	HUMAN POTENTIAL, DIGITALLY DELIVERED
Registration Number:	6016610	AGILETHOUGHT
Registration Number:	6016611	AGILETHOUGHT INSIGHTFUL SOLUTIONS :: INN
Registration Number:	6016534	AGILETHOUGHT
Registration Number:	5607245	DIGITAL STRONG
Registration Number:	5607246	PERSISTENT TEAM
Registration Number:	5606870	4
Registration Number:	5395254	AN GLOBAL
Registration Number:	5395255	AN
Registration Number:	5390259	AN GLOBAL
Registration Number:	5390260	AN
Registration Number:	5390261	THE POWER OF AN
Registration Number:	3543105	PROXIMITY MATTERS

CH \$415.00 6106141

Property Type	Number	Word Mark
Registration Number:	3087681	4TH SOURCE
CORRESPONDENCE DATA		
Fax Number:	6172359493	
<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:	212-596-9287	
Email:	nicole.mollica@ropesgray.com	
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP	
Address Line 1:	1211 Avenue of the Americas	
Address Line 4:	New York, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	115968-0006	
NAME OF SUBMITTER:	Nicole Mollica	
SIGNATURE:	/nicole mollica/	
DATE SIGNED:	05/31/2022	
Total Attachments: 6		
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ASSIGNMENT FOR SECURITY – TRADEMARKS

May 27, 2022

WHEREAS, AgileThought, LLC, a Florida limited liability company ("AgileThought"), AN USA, a California corporation ("AN USA") and 4th Source, LLC, a Delaware limited liability company ("4th Source" and, together with AgileThought and AN USA, each an "Assignor" and, collectively, the "Assignors") each has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated May 27, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; all terms used herein but not otherwise defined herein have the meanings ascribed to them in the Security Agreement), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 27, 2022.

AGILETHOUGHT, LLC

DocuSigned by:
By: Manuel Senderos
Name: Manuel Senderos
Title: Manager

AN USA

DocuSigned by:
By: Manuel Senderos
Name: Manuel Senderos
Title: President

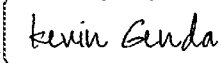
4TH SOURCE, LLC

DocuSigned by:
By: Diana Abril
Name: Diana P. Abril
Title: Manager

ASSIGNEE:

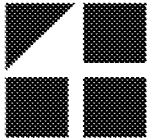

BLUE TORCH FINANCE LLC,
as Collateral Agent



By: Blue Torch Capital LP, its managing member

By: 
Name: Kevin Genda
Title: CEO

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AGILETHOUGHT	AgileThought, LLC	88722135	12/10/2019	6106141	7/21/2020
AgileThought	AgileThought, LLC	88722210	12/10/2019	6106142	7/21/2020
HUMAN POTENTIAL, DIGITALLY DELIVERED	AgileThought, LLC	88722220	12/10/2019	6106144	7/21/2020
agilethought	AgileThought, LLC	88335766	3/12/2019	6016610	3/24/2020
agilethought	AgileThought, LLC	88335920	3/12/2019	6016611	3/24/2020

AGILETHOUGHT	AgileThought, LLC	88324002	3/4/2019	6016534	3/24/2020
DIGITAL STRONG	4th Source, LLC (as successor-in-interest to 4th Source, Inc.)	87949189	6/5/2018	5607245	11/13/2018
PERSISTENT TEAM	4th Source, LLC (as successor-in-interest to 4th Source, Inc.)	87949193	6/5/2018	5607246	11/13/2018
	4th Source, LLC (as successor-in-interest to 4th Source, Inc.)	87863769	4/4/2018	5606870	11/13/2018
AN GLOBAL	AN USA	87511691	6/29/2017	5395254	2/6/2018
	AN USA	87511701	6/29/2017	5395255	2/6/2018

AN GLOBAL	AN USA	87479776	6/7/2017	5390259	1/30/2018
	AN USA	87479781	6/7/2017	5390260	1/30/2018
	AN USA	87479786	6/7/2017	5390261	1/30/2018
PROXIMITY MATTERS	4th Source, LLC (as successor- in-interest to 4th Source, Inc.)	77449226	4/16/2008	3543105	12/9/2008
4TH SOURCE	4th Source, LLC (as successor- in-interest to 4th Source, Inc.)	78635742	5/24/2005	3087681	5/2/2006