

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SourceCorp, Inc.		04/29/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Connecticut licensed branch of a Swiss Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2508964	FASTRIEVE
Registration Number:	2820372	SOURCECORP
Registration Number:	2795958	SOURCECORP
Registration Number:	2871369	SOURCECORP HEALTHSERVE
Registration Number:	2792728	RESOURCES. SOLUTIONS. RESULTS.
Registration Number:	3727495	RUST
Registration Number:	3127240	SOURCECORP
Registration Number:	3154442	SOURCECORP
Registration Number:	3324105	DELIVEREXCHANGE
Registration Number:	3727423	ERS GROUP
Registration Number:	3820182	KINSELLA MEDIA
Registration Number:	3727422	LEXICODE
Registration Number:	3244891	DELIVEREXPLORER
Registration Number:	3244887	DELIVEREXPRESS

CH \$390.00 2508964

Registration Number:

3935532

SOURCECORP RACSOURCE

CORRESPONDENCE DATA

Fax Number: (212)751-4864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

038266-0202

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

06/23/2011

Total Attachments: 12

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*IP Security Agreement*") dated April 29, 2011, is made by the Persons listed on the signature pages hereof (each, a "*Grantor*" and collectively, the "*Grantors*") in favor of UBS AG, STAMFORD BRANCH, as collateral agent (the "*Agent*") for the Secured Parties.

WHEREAS, SOURCEHOV LLC, a Delaware limited liability company, has entered into a First Lien Credit Agreement dated as of April 29, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with SOURCEHOV HOLDINGS, INC., a Delaware corporation ("*Holdings*"), the Lenders from time to time party thereto, and Agent.

WHEREAS, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated April 29, 2011 among the Grantors and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Lien Guarantee and Collateral Agreement*"). Terms defined in the First Lien Guarantee and Collateral Agreement or Credit Agreement and not otherwise defined herein are used herein as defined in the First Lien Guarantee and Collateral Agreement or Credit Agreement.

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Collateral*"):

- (i) (a) all letters patent of the United States or the equivalent thereof in any other country, and all applications for letters patent of the United States or the equivalent thereof in any other country, including those listed on Schedule A hereto; (b) all reissues, continuations, divisions, continuations-in-part, renewals, reexaminations or extensions thereof; and (c) any patentable inventions and improvements thereto, including the inventions disclosed or claimed in any of the foregoing and any improvements thereto, including the

right to make, use and/or sell the inventions disclosed or claimed therein and any improvements thereto (“*Patents*”);

- (ii) (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule B hereto; and (b) all goodwill associated therewith or symbolized thereby (“*Trademarks*”);
- (iii) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether published or unpublished, whether registered or unregistered, and whether as author, assignee, transferee or otherwise, including copyrights in software, all rights in and to databases, all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), and all designs; (b) all registrations and applications for registration of any such Copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule C hereto; and (c) all extensions and renewals thereof (“*Copyrights*”);
- (iv) any exclusive agreement granting any right to any Grantor under any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright, including those agreements listed on Schedule C hereto, and all rights of any Grantor under any such agreement (including any such rights that such Grantor has the right to license) (“*Exclusive Copyright Licenses*”);
- (v) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation of any of the foregoing; and
- (vi) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 2. Certain Limited Exclusions. Notwithstanding anything to the contrary in this IP Security Agreement, this IP Security Agreement shall not constitute a grant of a security interest in (and the Collateral shall not include) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to

Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Termination. As more fully set forth in Section 7.15 of the First Lien Guarantee and Collateral Agreement, this IP Security Agreement and the security interests granted hereby shall terminate as of the date when all the Obligations have been paid in full, and in connection with such termination, the Agent shall execute and deliver to the Grantors, at such Grantors’ expense, all documents that such Grantors shall reasonably request to evidence such termination or release.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.


SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall control unless the Agent shall otherwise determine.

SECTION 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties under this IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page to Follow]

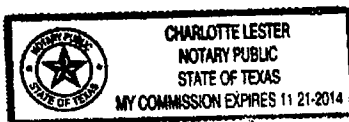
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

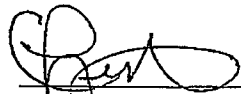
SOURCEHOV LLC
SOURCECORP, INCORPORATED
ECONOMIC RESEARCH SERVICES, INC.
DELIVEREX ACQUISITION CORP.

By: 
Name: Barry L. Edwards
Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS) ss.


On this 28th day of April, 2011 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

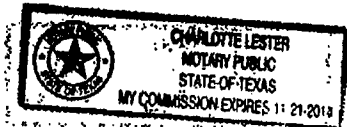
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

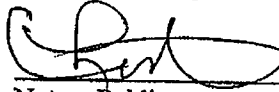
HOV SERVICES, LLC
HOV SERVICES, INC.
RUSTIC CANYON III, LLC

By: 
Name: Jim Reynolds
Title: Secretary

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

On this 20th day of April, 2011 before me personally appeared _____ proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

Signature Page to Intellectual Property Security Agreement (First Lien)

UBS AG, STAMFORD BRANCH,
as Agent

By:  
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US
Mirja R. Otsa
Associate Director
Banking Products
Services, US

Signature Page to Intellectual Property Security Agreement (First Lien)

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
DELIVEREX ACQUISITION CORP	Certificate of Registration for U.S. Service Mark: "Deliverex"	73262902	19-MAY-1980	1172589	06-OCT-1981
ECONOMIC RESEARCH SERVICES, INC.	Certificate of Registration for U.S. Service Mark: "MICRONOMICS"	76064485	07-JUN-2000	2575297	04-JUN-2002
SOURCECORP, INC.	Certificate of Registration for U.S. Mark: "FASTRIEVE"	75926842	23-FEB-2000	2508964	20-NOV-2001
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP"	76976044	02-NOV-2001	2820372	02-MAR-2004
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP" and design	76976027	05-DEC-2001	2795958	16-DEC-2003
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP HEALTHSERVE"	76976511	11-JAN-2002	2871369	10-AUG-2004
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "Resources. Solutions. Results"	76975978	09-NOV-2001	2792728	09-DEC-2003
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "RUST"	77641511	30-DEC-2008	3727495	22-DEC-2009
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP" and design	76345909	05-DEC-2001	3127240	08-AUG-2006

SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP"	76333796	02-NOV-2001	3154442	10-OCT-2006
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "DELIVEREXCHANGE"	78837067	14-MAR-2006	3324105	30-OCT-2007
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "ERS GROUP"	77621930	25-NOV-2008	3727423	22-DEC-2009
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "KINSELLA MEDIA"	77622418	26-NOV-2008	3820182	20-JUL-2010
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "LEXICODE"	77621898	25-NOV-2008	3727422	22-DEC-2009
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "DELIVEREXPLORER"	78934829	21-JUL-2006	3244891	22-MAY-2007
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "DELIVEREXPRESS"	78934755	21-JUL-2006	3244887	22-MAY-2007
SOURCECORP, INC.	Certificate of Registration for U.S. Service Mark: "SOURCECORP RACSOURCE"	77911096	13-JAN-2010	3935532	22-MAR-2011
HOV SERVICES, INC.	LASON	75233084	29-JAN-1997	2190412	22-SEP-1998
HOV SERVICES, INC.	OUTSOURCE TO THE SECURE SOURCE LASON (and Design)	77132211	15-MAR-2007	3368019	15-JAN-2008
HOV SERVICES, LLC	SCREEN 360	77264931	27-AUG-2007	3517695	14-OCT-2008

HOV SERVICES, LLC	S SCREEN 360 INTELLIGENT SEARCHES...INTELLIGENT RESULTS...INTELLIGENT DECISIONS (and design)	77549651	18-AUG-2008	3594752	24-MAR-2009
Rustic Canyon III, LLC	ACTIVE DNA	76454138	27-SEP-2002	3142518	12-SEP-2006
Rustic Canyon III, LLC	ARCHIVE DNA	76454139	27-SEP-2002	3142519	12-SEP-2006
Rustic Canyon III, LLC	DOCUMENT DNA	76454141	27-SEP-2002	3218370	13-MAR-2007
Rustic Canyon III, LLC	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCESS (and Design)	76454142	27-SEP-2002	3218371	13-MAR-2007

SCHEDULE C

COPYRIGHTS

Grantor	Title	Registration No.
HOV Services, LLC	Report Logic	TX0007044228

EXCLUSIVE COPYRIGHT LICENSES

None.

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RECORDED: 06/23/2011

**TRADEMARK
REEL: 004568 FRAME: 0360**