

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOV Services, 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2190412 | LASON | |
| Registration Number: | 3368019 | OUTSOURCE TO THE SECURE SOURCE LASON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)751-4864 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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 | | |

CH \$65.00 2190412

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TRADEMARK
 REEL: 004568 FRAME: 0772

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]

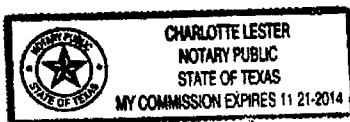
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

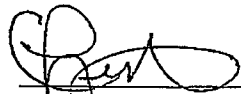
SOURCEHOV LLC
SOURCECORP, INCORPORATED
ECONOMIC RESEARCH SERVICES, INC.
DELIVEREX ACQUISITION CORP.

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

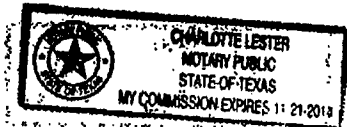
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

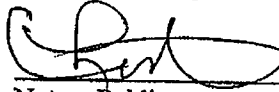
HOV SERVICES, LLC
HOV SERVICES, INC.
RUSTIC CANYON III, LLC

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)

TRADEMARK
REEL: 004568 FRAME: 0779

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: 0785**