

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sutherland Global Services Inc.		03/06/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3125008	SUTHERLAND GLOBAL SERVICES	
Serial Number:	85609155	SUTHERLAND GLOBAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F143808		
NAME OF SUBMITTER:	Mariee Pilkington		
Signature:	/Mariee Pilkington/		

OP \$65.00 3125008

TRADEMARK

Date:

03/07/2013

Total Attachments: 5

source=Trademark Recordation Cover Sheet S A Executed#page2.tif

source=Trademark Recordation Cover Sheet S A Executed#page3.tif

source=Trademark Recordation Cover Sheet S A Executed#page4.tif

source=Trademark Recordation Cover Sheet S A Executed#page5.tif

source=Trademark Recordation Cover Sheet S A Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2013, (the "*Trademark Security Agreement*"), made by Sutherland Global Services Inc., a New York corporation (herein referred to as the "*Grantor*") in favor of Credit Suisse AG, as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "*Grantee*").

WHEREAS, Grantor owns or licenses the Trademark Collateral (as defined below);

WHEREAS, Sutherland Global Services Inc., a New York corporation (the "*U.S. Borrower*"), SGS Cayman, L.P., an exempted limited partnership established under the laws of the Cayman Islands (the "*Cayman Borrower*" and, together with the U.S. Borrower, the "*Borrowers*"), Sutherland Global Holdings Inc., a Delaware corporation ("*Holdings*"), the Lenders party thereto and Credit Suisse AG ("*Credit Suisse*"), as administrative agent and collateral agent are parties to a Credit Agreement dated as of March 6, 2013 (as amended, restated, amended and restated, supplemented or modified from time to time, the "*Credit Agreement*"); and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement dated as of March 6, 2013 among the Grantor, the other grantors party thereto, and the Grantee (as amended, restated, amended and restated, supplemented or modified from time to time, the "*U.S. Guarantee and Collateral Agreement*"), the Grantor has guaranteed certain obligations of the Borrowers and secured certain of its obligations and such guarantee (the "*Secured Obligations*") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark registered or applied for registration with the United States Patent and Trademark Office (including, without limitation, each Trademark identified in Schedule 1 hereto);
- (ii) the goodwill of the business symbolized thereby or associated with each of them;
- (iii) all renewals of any of the foregoing;
- (iv) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (v) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to 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 and acceptance 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.

Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the U.S. Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the U.S. Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the U.S. Guarantee and Collateral Agreement and this Trademark Security Agreement, the terms of the U.S. Guarantee and Collateral Agreement shall govern and control.

Definitions. Unless otherwise defined herein, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the U.S. Guarantee and Collateral Agreement.

APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement, or of any amendment or waiver of any provision of this Trademark Security Agreement, by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of March, 2013.


SUTHERLAND GLOBAL SERVICES INC.,

By: _____

Name: Michael S. Bartusek

Title: Chief Financial Officer and Treasurer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 004978 FRAME: 0090

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By: _____

Name:

Ari Bruger

Title:

Vice President

By: _____

Name:

Tyler R. Smith

Title:

Associate

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 004978 FRAME: 0091

SUTHERLAND GLOBAL SERVICES INC.

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
Sutherland Global Services	3125008	August 1, 2006

TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date
Sutherland Global Services	85609155	April 26, 2012