

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		08/16/2017	Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Successor Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73410140	RCR	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F172097		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	08/16/2017		
Total Attachments: 6			
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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) dated as of August 16, 2017 is by and among **BANK OF AMERICA, N.A.**, in its capacity as Resigning Agent (as such term is defined in the Successor Agent Agreement (as defined below)) (in such capacity, the “Resigning Agent”), **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, in its capacity as Successor Agent (as such term is defined in the Successor Agent Agreement) (in such capacity, the “Successor Agent”), and the party other than the Resigning Agent and the Successor Agent identified on the signature pages hereto (the “Pledgor”).

WHEREAS, **SUTHERLAND GLOBAL SERVICES INC.**, a New York corporation (the “U.S. Borrower”), **SUTHERLAND GLOBAL HOLDINGS INC.**, a Delaware corporation (“Holdings”), **SGS CAYMAN, L.P.**, an exempted limited liability company established under the laws of the Cayman Islands, acting by its general partner, **SUTHERLAND GLOBAL SERVICES CAYMAN INC.** (the “Cayman Borrower”) and, together with the U.S. Borrower, the “Borrowers”), the Lenders party thereto, the Resigning Agent and certain other parties thereto entered into that certain Credit Agreement, dated as of October 23, 2014 (as amended by Technical Amendment No. 1 to the Credit Agreement, dated as of January 29, 2015, as further amended by Second Amendment to Credit Agreement, dated as of March 31, 2016, as further amended by Third Amendment and Incremental Agreement, dated as of April 25, 2017, as further amended by Fourth Amendment and Extension Agreement, dated May 25, 2017 and as otherwise amended, supplemented, amended and restated or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”).

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Pledge and Security Agreement dated as of October 23, 2014 (as amended, restated, amended and restated, replaced, supplemented and/or modified, the “Pledge and Security Agreement”) pursuant to which the Pledgor entered into that certain Trademark Security Agreement as of October 23, 2014 (the “Trademark Security Agreement”).

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor pledged and granted to the Resigning Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under: (a) the United States Trademarks of the Pledgor listed on Schedule 1 attached hereto; (b) all goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2014 at Reel/Frame 5387/0354.

WHEREAS, in connection with the resignation of the Resigning Agent and the appointment of Successor Agent, pursuant to that certain Successor Agent Agreement and Amendment No. 5, dated as of June 30, 2017 (the “Successor Agent Agreement”), among the Borrowers, Holdings, the Successor Agent, the Resigning Agent, each other Loan Party signatory thereto and those Lenders under the Credit Agreement which are parties thereto, the Resigning Agent desires to evidence the assignment of the security interest granted to the Resigning Agent

in the Trademark Collateral to the Successor Agent for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth, or incorporated, in the Pledge and Security Agreement.

2. Assignment. The Resigning Agent hereby irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Trademark Security Agreement and all rights and privileges of Resigning Agent thereunder, including, without limitation, the security interest granted to the Resigning Agent in the Trademark Collateral, including the Trademarks identified on Schedule 1 hereto.

3. Representations and Warranties of Resigning Agent. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied, except that the Resigning Agent represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

4. Cooperation. The Resigning Agent shall deliver to the Successor Agent, on or promptly following the date hereof, the originals of this Agreement, and the Pledgor and the Resigning Agent hereby authorize the Successor Agent to record this Agreement with the United States Patent and Trademark Office in order to amend the name of the secured party to the Successor Agent.

5. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

7. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Trademark Security Interest Assignment Agreement effective as of the date first above written.

BANK OF AMERICA, N.A., as the
Resigning Agent

By: _____

Name:

Henry Pennell

Title:

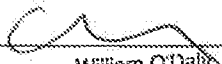
Vice President

A handwritten signature in black ink, appearing to read "Henry Pennell", is written over a horizontal dotted line. The signature is somewhat stylized and loops back.

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006133 FRAME: 0681

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as the Successor
Agent**

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

SUTHERLAND HEALTHCARE SOLUTIONS INC.

By: 

Name: James S. Lusk

Title: Chief Financial Officer and
Secretary

[Signature Page to Trademark Security Interest Assignment Agreement]

TRADEMARK
REEL: 006133 FRAME: 0683

Schedule 1

Trademarks

Trademark	Application No.	Registration No.
RCR	73410140	1299071