

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FORM OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXLSERVICE HOLDINGS, INC.		11/21/2017	Corporation:
EXLSERVICE TECHNOLOGY SOLUTIONS, LLC		11/21/2017	Limited Liability Company:
EXLSERVICE.COM, LLC		11/21/2017	Limited Liability Company:
OVERLAND SOLUTIONS, INC.		11/21/2017	Corporation:

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	6400 Las Colinas Blvd
Internal Address:	Attn: Collateral Control - Mail Stop CC1-30
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4978218	MOSTRAK
Registration Number:	4858801	EXL
Registration Number:	4815954	BUSINESS EXLERATOR FRAMEWORK
Registration Number:	4756812	DATA UNLEASHED FEDERATOR
Registration Number:	4756814	DATA UNLEASHED
Registration Number:	4800257	EXL LOOK DEEPER.
Registration Number:	4320209	COGNITIVE CORPORATION
Registration Number:	4245336	OSITRAC ASPEN
Registration Number:	4121794	CASLE INSPECTION SERVICE
Registration Number:	4019470	INSIGHTSOLUTIONS
Registration Number:	3984698	AUDITSTREAM
Registration Number:	3685179	OSITRAC
Registration Number:	4012790	GO NEXT. NOW.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4016669	GO NEXT. NOW.
Registration Number:	3620180	CARERADIUS
Registration Number:	3962088	CAREAFFILIATE
Registration Number:	4045655	CAREFIND
Registration Number:	3375721	LANDACORP
Registration Number:	3260118	EXL
Registration Number:	3395923	MICROANALYTIX
Registration Number:	3074229	OVERLAND SOLUTIONS, INC.
Registration Number:	3025025	SUBROSOURCE
Registration Number:	3449907	EXL
Registration Number:	2481480	TRUMBULL SERVICES
Registration Number:	2687735	MAXMC
Registration Number:	2548779	MAXSYS
Registration Number:	2193444	LANDACORP
Registration Number:	1666590	LIFE PRO

CORRESPONDENCE DATA

Fax Number: 2123108007
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.
Phone: 212.310.8087
Email: juan.arias@weil.com
Correspondent Name: Nick Nikic
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Nick Nikic - 35899.0571
NAME OF SUBMITTER:	Nick Nikic
SIGNATURE:	/Nick Nikic/
DATE SIGNED:	11/22/2017

Total Attachments: 6
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FORM OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of November 21, 2017, is made by EXLSERVICE HOLDINGS, INC., a Delaware corporation (the "Borrower"), each of the Borrower's domestic Subsidiaries party from time to time hereto (together with the Borrower, the "Grantors" and each, a "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Notice may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

EXLSERVICE HOLDINGS, INC.

By: 

Name: Vishal Chhibbar
Title: Chief Financial Officer

EXLSERVICE TECHNOLOGY SOLUTIONS, LLC

By: 

Name: Vishal Chhibbar
Title: Chief Financial Officer

EXLSERVICE.COM, LLC

By: 

Name: Vishal Chhibbar
Title: Chief Financial Officer

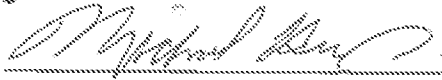
OVERLAND SOLUTIONS, INC.

By: 

Name: Vishal Chhibbar
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Agent

By: 

Name: Michael Berry
Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

I. REGISTERED TRADEMARKS

Mark (Jurisdiction)	Serial No. Registration No.	Date Filed Date Issued	Owner/Assignee of Record
MOSTRAK (US)	86978248	6/30/2015	ExlService Holdings, Inc.
	4978218	6/14/2016	
 (US)	86596666	4/14/2015	ExlService Holdings, Inc.
	4858801	11/24/2015	
BUSINESS EXLERATOR FRAMEWORK (US)	86335047	7/11/2014	ExlService Holdings, Inc.
	4815954	9/22/2015	
DATA UNLEASHED FEDERATOR (US)	86128208	11/25/2013	ExlService Technology Solutions, LLC
	4756812	6/16/2015	
DATA UNLEASHED (US)	86128693	11/25/2013	ExlService Technology Solutions, LLC
	4756814	6/16/2015	
 (US)	86034137	8/9/2013	ExlService Holdings, Inc.
	4800257	8/25/2015	
COGNITIVE CORPORATION (US)	85674210	7/11/2012	ExlService Technology Solutions, LLC
	4320209	4/16/2013	
 (US)	85583351	3/29/2012	Overland Solutions, Inc.
	4245336	11/20/2012	
 (US)	85402265	8/19/2011	Overland Solutions, Inc.
	4121794	4/3/2012	
 (US)	85237657	2/9/2011	Overland Solutions, Inc.
	4019470	8/30/2011	
 (US)	85151301	10/13/2010	Overland Solutions, Inc.
	3984698	6/28/2011	
OSITRAC (US)	77555143	8/25/2008	Overland Solutions, Inc.
	3685179	9/22/2009	
GO NEXT. NOW. (US)	77434126	3/28/2008	ExlService Holdings, Inc.
	4012790	8/16/2011	

Mark (Jurisdiction)	Serial No. Registration No.	Date Filed Date Issued	Owner/Assignee of Record
GO NEXT. NOW. (US)	77981085	3/28/2008	ExlService Holdings, Inc.
	4016669	8/23/2011	
CARERADIUS (US)	77301973	10/11/2007	ExlService Technology Solutions, LLC
	3620180	5/12/2009	
CAREAFFILIATE (US)	77301944	10/11/2007	ExlService Technology Solutions, LLC
	3962088	5/17/2011	
CAREFIND (US)	77301952	10/11/2007	ExlService Technology Solutions, LLC
	4045655	10/25/2011	
LANDACORP (US)	77193939	5/31/2007	ExlService Technology Solutions, LLC
	3375721	1/29/2008	
EXL (US)	78685846	8/4/2005	ExlService Holdings, Inc.
	3260118	7/10/2007	
MICROANALYTIX (US)	78646378	6/8/2005	ExlService.com, LLC
	3395923	3/11/2008	
OVERLAND SOLUTIONS, INC. (US)	78234038	4/4/2003	Overland Solutions, Inc.
	3074229	3/28/2006	
SUBROSOURCE (US)	76485231	1/24/2003	ExlService Technology Solutions, LLC
	3025025	12/13/2005	
EXL (US)	76429766	7/9/2002	ExlService Holdings, Inc.
	3449907	6/17/2008	
TRUMBULL SERVICES (US)	75795897	9/10/1999	ExlService Technology Solutions, LLC
	2481480	8/28/2001	
MAXMC (US)	75738069	6/28/1999	ExlService Technology Solutions, LLC
	2687735	2/18/2003	
MAXSYS (US)	75738063	6/28/1999	ExlService Technology Solutions, LLC
	2548779	3/19/2002	
LANDACORP (US)	75304963	6/6/1997	ExlService Technology Solutions, LLC
	2193444	10/6/1998	
LIFE PRO (US)	74144907	3/6/1991	ExlService Holdings, Inc.
	1666590	12/3/1991	