

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Successor Agent and Assignment of Security Interest (Intellectual Property)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada		05/18/2020	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3619725	CENTERVISION	
<b>Registration Number:</b>	2301836	BANCTEC	
<b>Registration Number:</b>	3727423	ERS GROUP	
<b>Registration Number:</b>	3727422	LEXICODE	
<b>Registration Number:</b>	3727495	RUST	
<b>Registration Number:</b>	2323353	BANCTEC	
<b>Registration Number:</b>	3678162	DOCUDATA	
<b>Registration Number:</b>	2366277	READFIRST	
<b>Registration Number:</b>	3820182	KINSELLA MEDIA	
<b>Registration Number:</b>	2466765	PAY COURIER	
<b>Registration Number:</b>	1172589	DELIVEREX	
<b>Registration Number:</b>	2508964	FASTRIEVE	
<b>Registration Number:</b>	1183583	BANCTEC	
<b>Registration Number:</b>	2575297	MICRONOMICS	
<b>Registration Number:</b>	4252317	BAY AREA CREDIT SERVICE	
<b>Registration Number:</b>	1745580	PLEXUS	
<b>Registration Number:</b>	4296264		
<b>Registration Number:</b>	4315747	CLAIMPRECISE	
<b>Registration Number:</b>	2792728	RESOURCES. SOLUTIONS. RESULTS.	
<b>TRADEMARK</b>			

CH \$1115.00 3619725

Property Type	Number	Word Mark
Registration Number:	2795958	SOURCECORP
Registration Number:	2820372	SOURCECORP
Registration Number:	2905959	TURBOTIME
Registration Number:	1353824	PLEXUS
Registration Number:	3124030	INTELLISCAN
Registration Number:	3127240	SOURCECORP
Registration Number:	3142518	ACTIVE DNA
Registration Number:	3142519	ARCHIVE DNA
Registration Number:	3218370	DOCUMENT DNA
Registration Number:	3218371	DOCUMENT DNA INCREASING PRODUCTIVITY WIT
Registration Number:	3287356	AP MASTER
Registration Number:	3517695	SCREEN 360
Registration Number:	4286551	SOURCEHOV
Registration Number:	3594752	S SCREEN 360 INTELLIGENT SEARCHES... INT
Registration Number:	4830428	INTELLIGENT OUTPUT BLUEPRINT
Registration Number:	4843047	INTEGRATED DOCUMENT LIFE CYCLE
Registration Number:	4914308	IDLC
Registration Number:	4889926	NOVITEX ENTERPRISE SOLUTIONS
Registration Number:	3667825	DMAIL
Registration Number:	2233195	REGULUS
Registration Number:	3770142	REGULUS
Registration Number:	2550030	TRANSACTIONS2
Registration Number:	2785815	TMS IMAGE
Registration Number:	2930251	J&B SOFTWARE
Registration Number:	3200104	JB SOFTWARE

**CORRESPONDENCE DATA**

**Fax Number:** 9494754754

*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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 26952-00001

**NAME OF SUBMITTER:** Stephanie Kann

**SIGNATURE:** /stephanie kann/

**DATE SIGNED:**

05/18/2020

**Total Attachments: 9**

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST  
(INTELLECTUAL PROPERTY)**

This Notice of Successor Agent and Assignment of Security Interest (Intellectual Property), dated as of May 18, 2020 (this “**Notice**”), is entered into among Royal Bank of Canada (“**RBC**”), as Administrative Agent under the Credit Agreement (defined below) and as Collateral Agent under the Collateral Agency and Security Agreement (First Lien) (as defined below) (in such capacities, collectively, the “**Resigning Agent**”), and Wilmington Savings Fund Society, FSB (“**WSFS**”), in its capacity as Successor Administrative Agent and Collateral Agent (collectively, in such capacities, “**Successor Agent**”) pursuant to the Credit Agreement (defined below) and Agency Assignment Agreement (defined below). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement, Collateral Agency and Security Agreement, and Agency Assignment Agreement.

**W I T N E S S E T H:**

WHEREAS, Exela Intermediate Holdings LLC, a Delaware limited liability company and Exela Intermediate LLC, a Delaware limited liability company, and the below listed entities (each a “**Pledgor**”), and the Resigning Agent are party to that certain (i) First Lien Credit Agreement, dated as of July 12, 2017, as amended and restated as of July 13, 2018 and as further amended as of April 16, 2019 (as further amended, restated, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), (ii) Collateral Agency and Security Agreement (First Lien), dated as of July 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agency and Security Agreement**”), and (iii) Agency Assignment Agreement, dated as of May 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agency Assignment Agreement**”); and

WHEREAS, pursuant to the Loan Documents, certain Loan Parties granted to the Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent and applicable Loan Parties entered into the Notice of Grant of Security Interest in Intellectual Property as identified in Schedule A attached hereto (the “**IP Security Agreement**”);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on July 25, 2017 at Reel/Frame Nos. 6112/0892, 6112/0923, 6113/0219, 6113/0117, 6113/0086, 6113/0256, 6113/0393, 6113/0287, 6113/0589, 6113/0318, 6113/0470, 6113/0354, and 6113/0507 for trademarks, and Reel/Frame Nos. 043326/0079 and 043326/0125 for patents, and in the United States Copyright Office on August 1, 2017 at Volume 9950/Document 106; and

WHEREAS, pursuant to the Agency Assignment Agreement dated as of May 18, 2020 entered by and among the Resigning Agent, the Successor Agent, and certain Lenders and Subsidiary Grantors, the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as the Administrative Agent and Collateral Agent with all the rights,

powers, privileges and duties of the Resigning Agent as Administrative Agent and Collateral Agent under the applicable Loan Documents, including in and to the IP Security Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to the terms and conditions set forth in the Agency and Assignment Agreement, the Resigning Agent ceased to be the Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Agent under the Loan Documents, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the IP Security Agreement with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents, including in and to the Collateral scheduled on the IP Security Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the Resigning Agent under the Loan Documents, including the IP Security agreement and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

2. All terms set forth in the Agency Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Assignment Agreement, the terms set forth in the Agency Assignment Agreement shall apply.

3. This Notice may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Notice and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

Pledgors:

Banctec, Inc.

Transcentra, Inc.

Regulus Group LLC

J&B Software, Inc.

HOV Services, Inc.

Rustic Canyon III, LLC

IBIS Consulting, Inc.

Economic Research Services, Inc.

Sourcecorp, Incorporated

HOV Services, LLC

Sourcehov LLC

Sourcecorp BPS Inc.

Docudata Solutions, L.C.

Exela Enterprise Solutions, Inc. (formerly Novitex Enterprise Solutions, Inc.)

Novitex Acquisition, LLC

HOVG, LLC

United Information Services, Inc.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

**RESIGNING AGENT:**

**ROYAL BANK OF CANADA, as  
Administrative Agent and Collateral Agent**



By: \_\_\_\_\_

Name: YVONNE BRAZIER

Title: MANAGER, AGENCY SERVICES

**SUCCESSOR AGENT:**

**WILMINGTON SAVINGS FUND SOCIETY,  
FSB, as Administrative Agent and Collateral  
Agent**

By:  \_\_\_\_\_

Name: Raye Goldsborough

Title: Assistant Vice President



**SCHEDULE A****UNITED STATES PATENTS**

<b><u>Owner Entity</u></b>	<b><u>Title</u></b>	<b><u>Issuance Date</u></b>	<b><u>Pat. No.</u></b>
BancTec, Inc.	System and Method for Characterizing a Scanned Image Artifact and Modifying a Scanned	4/4/2012	8,804,201
BancTec, Inc.	Document Transport Having Selectable Speeds	10/29/2003	7,077,311
BancTec, Inc.	Document Transport Pocket Tray	7/7/2004	D526,346
BancTec, Inc.	Document Feed Tray	8/17/2004	D525,290
BancTec, Inc.	Document Transport	10/8/2004	D519,547

**UNITED STATES PATENT APPLICATIONS**

<b><u>Owner Entity</u></b>	<b><u>Title</u></b>	<b><u>Filing Date</u></b>	<b><u>App No.</u></b>
Novitex Enterprise Solutions, Inc.	Process Re-Engineering Analysis	3/3/2015	14/637350
Novitex Enterprise Solutions, Inc.	Resource Physical Positioning Planning Tool	10/29/2014	14/526,697
BancTec, Inc.	Document Processing System and Method For Associating Metadata With A Physical Document While	8/28/2014	14/471,881
Not Applicable	Administering Claims Involving Large Member Groups Utilizing Specifically Programmed Methods and Computer Systems	08/24/2017	15/685,303

**UNITED STATES TRADEMARKS**

<u>Owner Entity</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BancTec	CENTERVISION	5/12/2009	3619725
BancTec	BANCTEC (cl.9)	12/21/1999	2301836
SourceHOV	ERS GROUP	12/22/2009	3727423
SourceHOV	LEXICODE	12/22/2009	3727422
SourceCorp	RUST	12/22/2009	3727495
BancTec	BANCTEC (cl.35,37,42)	2/29/2000	2323353
BancTec	DOCUDATA	9/8/2009	3678162
BancTec	READFIRST	7/11/2000	2366277
SourceHOV	KINSELLA MEDIA	7/20/2010	3820182
BancTec	PAY COURIER	7/3/2001	2466765
SourceHOV	DELIVEREX	10/6/1981	1172589
SourceCorp	FASTRIEVE	11/20/2001	2508964
SourceCorp	FASTRIEVE & Design	11/20/2001	2508964
BancTec	BANCTEC	12/29/1981	1183583
SourceHOV	BEATS		
SourceHOV	BancHub		
SourceHOV	MICRONOMICS	6/4/2002	2575297
SourceHOV	BAY AREA CREDIT SERVICE	12/4/2012	4252317
BancTec	PLEXUS (cl.9)	1/12/1993	1745580
SourceHOV	MISC. Design (Bridge/Globe Logo)	2/26/2013	4296264
BancTec	CLAIMPRECISE	4/9/2013	4315747
SourceCorp	RESOURCES. SOLUTIONS. RESULTS.	12/9/2003	2792728
SourceCorp	SOURCECORP & Design	12/16/2003	2795958
SourceCorp	SOURCECORP	3/2/2004	2820372

<u>Owner Entity</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BancTec	TURBOTIME	11/30/2004	2905959
BancTec	PLEXUS (cl.9)	8/13/1985	1353824
BancTec	INTELLISCAN	8/1/2006	3124030
SourceCorp	SOURCECORP & Design	8/8/2006	3127240
SourceHOV	Active DNA	9/12/2006	3142518
SourceHOV	ARCHIVE DNA	9/12/2006	3142519
SourceHOV	DOCUMENT DNA	3/13/2007	3218370
SourceHOV	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCESS	3/13/2007	3218371
BancTec	AP MASTER	9/4/2007	3287356
SourceHOV	SCREEN 360	10/14/2008	3517695
SourceHOV	SourceHOV	2/5/2013	4286551
SourceHOV	S SCREEN 360 INTELLIGENT SEARCHES... INTELLIGENT RESULTS... INTELLIGENT DECISIONS	3/24/2009	3594752
Novitex Enterprise Solutions, Inc.	INTELLIGENT OUTPUT BLUEPRINT	10/13/15	4830428
Novitex Acquisition, LLC	INTEGRATED DOCUMENT LIFE CYCLE	10/27/15	4843047
Novitex Acquisition, LLC	IDLC	3/8/16	4914308
Novitex Acquisition, LLC	NOVITEX ENTERPRISE SOLUTIONS	1/19/16	4889926
Novitex Acquisition, LLC	DMAIL	8/11/09	3667825
Regulus Group LLC	REGULUS	3/23/1999	2233195
Regulus Group LLC	REGULUS	4/6/10	3770142
Regulus Group LLC	TRANSACTIONS2	3/19/2002	2550030
J & B Software, Inc.	TMS IMAGE	11/25/03	2785815
J & B Software, Inc.	J&B SOFTWARE	3/8/05	2930251
J & B Software, Inc.	JB SOFTWARE	1/23/07	3200104

**UNITED STATES COPYRIGHTS**

<u>Claimant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
BancTec, Inc.	Floware Software	TX000545958	1992
BancTec, Inc.	Qpipe, Ais.Qpipe, AisQpipe.Server, QPipe-Configure, QPipeConnect, QPipeService_C#	TX0007349988	4/2/2010
BancTec, Inc.	Q2KPipe Database	TX0007349991	4/2/2010
BancTec, Inc.	Ais.Pipeline	TX0007349984	4/2/2010
BancTec, Inc.	Qub, Q1500, MetroPCS, Qpepsi, Qtick, AdpativeSigDetect, AisImageDll	TX0007349966	4/2/2010
BancTec, Inc.	QMaintainServer_C#, QMaintainClient_C#	TX0007349952	4/2/2010
BancTec, Inc.	Qscreens, AA_FullKey, Ais.QFieldDef, Ais.QPageDef, DataBaseLookupCtrl, QScreenDef	TX0007349957	4/2/2010
BancTec, Inc.	Qreview_C#, Ais.Qreview, Ais.Qreviewloader, Ais.Qreviewunloader, Qreview_C#_scripts, QreviewEditor_C#	TX0007335413	4/2/2010
BancTec, Inc.	Qclassify, Qorganize, Ais.Tesseract	TX0007358330	4/2/2010
BancTec, Inc.	QFullPageParse	TX0007348886	4/2/2010
BancTec, Inc.	Qfix	TX0007348826	4/2/2010
BancTec, Inc.	QAutoLookup, AisFdxLibrary, DisGrapher, QFuzzyMatching	Tx0007335541	4/2/2010
HOV Services, LLC	Oasis	<u>TXu001629704</u>	3/29/2009
HOV Services, LLC	Account Report Consolidation (ARC)/Claims Analytic Reporting System (CARS)	<u>TXu001648927</u>	4/16/2010
BancTec, Inc.	Paige character	<u>VAu000312258</u>	11/27/1998
BancTec, Inc.	Stub character.	<u>VAu000312309</u>	11/27/1998
BancTec, Inc.	The IMPAC software maintenance guide.	<u>TX0001636172</u>	8/14/1985
HOV Services, LLC	Report Logic	<u>TX0007044228</u>	3/23/2009
BancTec, Inc.	Banker 80 II Release 1.01.01 (ACS)	<u>TXu309069</u>	4/8/1996
BancTec, Inc.	Check character	<u>VAu312308</u>	11/27/1998