

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSION OF AGENCY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		08/19/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3844376	TELMAR NETWORK TECHNOLOGY	
Registration Number:	4286133	TELMAR NETWORK TECHNOLOGY	
Registration Number:	2224543	DSC DEX CMS	
Registration Number:	3844490	OEM-EXL SOLUTIONS	
Registration Number:	3844377	COMPELLING SOLUTIONS FOR THE COMMUNICATI	
Registration Number:	3287804	TRAVERSEEDGE	
Registration Number:	2827755	TRANSACCESS	
Registration Number:	3347312	TRAVERSE PACKETEDGE	
Registration Number:	3384237	EDGEFLEX	
Registration Number:	1270228	DEBT SCAN	
Registration Number:	3295720	DEBTALERT	
Registration Number:	3419438	I	
Registration Number:	3410058	IQOR	
Registration Number:	3410060	IQOR	
Registration Number:	3112981	RMS	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 3844376

TRADEMARK

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	127487.1
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	08/21/2020

Total Attachments: 10

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NOTICE OF SUCCESSION OF AGENCY

032606/0257

5259/0382

9909/556

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of August 19, 2020 (the “Effective Date”), is executed by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below), as applicable (the “Prior Agent”), and ALTER DOMUS (US) LLC, in its capacity as Administrative Agent and Collateral Agent under the Current Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of April 1, 2014 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of May 11, 2018 and as further amended by that certain Omnibus Amendment and Consent, dated as of May 29, 2020), by and among IQOR HOLDINGS INC., a Delaware Corporation (“Holdings”), IQOR US INC., a Delaware Corporation (the “Borrower”), MORGAN STANLEY SENIOR FUNDING, INC. (in its capacity as the original Administrative Agent and Collateral Agent and as succeeded by the Prior Agent pursuant to that certain Resignation, Consent and Appointment Agreement, dated as of May 11, 2018, the “Predecessor Agent”) and certain other parties thereto (the “Original Credit Agreement”), the Prior Agent and certain grantor parties identified on the signature page hereto (the “Grantors”) are parties to that certain Second Lien Guarantee and Collateral Agreement dated as of April 1, 2014 (as amended by the Omnibus Amendment and Consent, the “Original Second Lien Guarantee and Collateral Agreement”), and the Second Lien Intellectual Property Security Agreement, dated as of April 1, 2014 (the “Intellectual Property Security Agreement”) and, together with the Original Credit Agreement and the Original Second Lien Guarantee and Collateral Agreement, the “Original Agreements”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2014 at Reel/Frame 032606/0257, the United States Patent and Trademark Office on April 4, 2014 at Reel/Frame 5259/0382 and the United States Copyright Office on April 7, 2014 at Volume/Document 9909/556, with respect to the patents, trademarks and copyrights identified on each of Schedule A, Schedule B and Schedule C, respectively, attached hereto;

WHEREAS, the Original Credit Agreement was amended, as of August 19, 2020 (as amended, the “Current Agreement”), and in connection with the transactions under the Current Agreement, the Prior Agent, the Successor Agent, Holdings, the Borrower and certain other parties have into that certain Resignation, Consent and Appointment Agreement and Amendment No. 3 to Second Lien Credit Agreement, dated as of August 19, 2020 (the “Resignation Agreement”), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Administrative agent and Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent and Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent

and Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Intellectual Property Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: 
Name: Megan Kane
Title: Authorized Signatory

By: 
Name: Didier Siffer
Title: Authorized Signatory

ALTER DOMUS (US) LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: _____
Name:
Title:

By: _____
Name:
Title:

ALTER DOMUS (US) LLC

By: *J.K.*
Name: Jon Kirschmeier
Title: Authorized Signatory

[Signature Page to Notice of Succession of Agency (Second Lien)]

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Method and System for Selecting A Sales Channel ¹	10/203,542	3/21/2003	7440908	10/21/2008	US	Jabil Global Services, LLC
Apparatuses, Methods and Systems for a Universal Data Librarian	12/760948	04/15/2010	9390132	07/12/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for a Global Data Exchange	12/762570	04/19/2010	9405814	08/02/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for an Automated Data Extractor	12/763331	04/20/2010	9043354	05/26/2015	US	iQor US Inc.
Apparatuses, Methods and Systems for a Descriptive Business Grammar syntax Querier	12/763320	04/20/2010	8812537	08/19/2014	US	iQor US Inc.
Apparatuses, methods and systems for a real-time desktop configurer utilizing a user identifier or an initialization request to retrieve a data-structure-tracking syntax-configured string	12/762577	4/19/2010	8489872	7/16/2013	US	iQor US Inc. ²
Apparatuses, Methods and Systems for a Journal Entry Automator	12/903660	10/13/2010	9043355	05/26/2015	US	iQor US Inc.

¹ Grantor does not have full documentation related to the chain of title providing for exclusive ownership of US Pat. No. 7,440,908. The '908 patent is not material to the Business.

² No assignment agreement from the the inventor, Vikas Kapoor, to the Company has been recorded with the U.S. Patent and Trademark Office against this patent. The Company has executed an inventor assignment agreement with Vikas Kapoor and is in the process of recording such agreement with the U.S. Patent and Trademark Office.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Financial Transaction Tagger	12/903685	10/13/2010	9063978	06/23/2015	US	iQor US Inc.
Apparatuses, Methods and Systems for a Chart of Accounts Simplifier	12/903718	10/13/2010	9454526	09/27/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for a Call Restrictor	12/903796	10/13/2010	9098509	08/04/2015	US	iQor US Inc.
Apparatuses, Methods and Systems for a Web Access Manager	12/903839	10/13/2010	9053146	06/09/2015	US	iQor US Inc.
Apparatuses, Methods and Systems for a Call Searcher	12/903765	10/13/2010	9672281	06/06/2017	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Referral Facilitator	12/905169	10/15/2010	9405799	08/02/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Onboarding Automator	12/905179	10/15/2010	9454576	09/27/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Termination Manager	12/905189	10/15/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Data Translator	12/904676	10/14/2010	8812482	08/19/2014	US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Contactability Evaluator	12/904706	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Consumer Liquidity Evaluator	12/904723	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for Consumer Contact Strategy Builder	12/904735	10/14/2010			US	iQor US Inc.

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction	Owner
Apparatuses, Methods and Systems for a Strategic Customer Dialer	12/904753	10/14/2010			US	iQor US Inc.
Apparatuses, Methods and Systems for a Real-Time Phone Configurer	12/905196	10/15/2010	10180962	01/15/2019	US	iQor US Inc.
Apparatuses, Methods and Systems for a Universal Payment Integrator	12/905204	10/15/2010	9405800	08/02/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for an Employee Reimbursement Evaluator	12/905221	10/15/2010	9454577	09/27/2016	US	iQor US Inc.
Apparatuses, Methods and Systems for a Global Benefits Purse Facilitator	12/905239	10/15/2010	9659062	05/23/2017	US	iQor US Inc.
Apparatuses, Methods and Systems for a Rule-Integrated Virtual Punch Clock	12/905247	10/15/2010	9396232	07/19/2016	US	iQor US Inc.

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	Reg. No.	Jurisdiction	Owner
TELMAR NETWORK TECHNOLOGY (design)	77/902884	3844376	US	Telmar Network Technology, Inc.
TELMAR NETWORK TECHNOLOGY	85/661836	4286133	US	Telmar Network Technology, Inc.
DSC DEX CMS	75/067990	2224543	US	Telmar Network Technology, Inc.
OEM-EXL SOLUTIONS (design)	77/919090	3844490	US	Telmar Network Technology, Inc.
COMPELLING SOLUTIONS FOR THE COMMUNICATIONS WORLD	77/903039	3844377	US	Telmar Network Technology, Inc.
TRAVERSEEDGE	78593797	3287804	US	Telmar Network Technology, Inc.
TRANSACCESS	78162508	2827755	US	Telmar Network Technology, Inc.
TRAVERSE PACKETEDGE	77128891	3347312	US	Telmar Network Technology, Inc.
EDGEFLEX	77122632	3384237	US	Telmar Network Technology, Inc.
DEBT SCAN	73/376006	1270228	U.S.	The Receivable Management Services Corporation
DEBTALERT	78/923226	3295720	U.S.	The Receivable Management Services Corporation
I (Stylized)	77/125309	3419438	U.S.	iQor, Inc.**
IQOR	77/125219	3410058	U.S.	iQor, Inc.**

Trademark	App. No.	Reg. No.	Jurisdiction	Owner
IQOR (Stylized)	77/125271	3410060	U.S.	iQor, Inc.**
RMS and Design	78/508217	3112981	U.S.	The Receivable Management Services Corporation

SCHEDULE C

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Reg. Date	Reg. No.	Owner
RANKM	2/5/1988	TX0002279485	Telmar Group, Inc.
SCHEDM	2/5/1988	TX0002279487	Telmar Group, Inc.
TABM	2/5/1988	TX0002279486	Telmar Group, Inc.
Trigger Warehouse Management Software	2/5/2007	TXu001342544	Telmar Network Technology, Inc.