

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest (Term Loan Facility) in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alorica, Inc.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	6076640		
Registration Number:	5941146	S SST SYSTEMS & SERVICES TECHNOLOGIES, I	
Registration Number:	5586176	ALORICA	
Registration Number:	5585435	ALORICA	
Registration Number:	5164800	PASSION PERFORMANCE POSSIBILITIES	
Registration Number:	5085337	ALORICA PASSION · PERFORMANCE · POSSIBIL	
Registration Number:	5085338	ALORICA	
Registration Number:	5042188	EGS	
Registration Number:	4834507	ALORICARES	
Registration Number:	4820497	HOMECENTERS	
Registration Number:	5102673	EGS EXPERT GLOBAL SOLUTIONS	
Registration Number:	4113468	NCO	
Registration Number:	4214353	SYSTEMS INTEGRATOR	
Registration Number:	2917953	SMART SELL	
Registration Number:	2763647	HELIX BY ALORICA	
Registration Number:	2763657	HELIX BY ALORICA	
Registration Number:	2952960	SPECTRUM	
Registration Number:	2947233	ALORICA INC.	
Registration Number:	2947234	ALORICA INC.	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2760730	NCOPORTFOLIO
Registration Number:	2760731	NCOPORTFOLIO
Registration Number:	2785368	NCO PORTFOLIO MANAGEMENT
Registration Number:	2969057	NCOEPAYMENTS
Registration Number:	2326266	
Registration Number:	2474901	APAC CUSTOMER SERVICES
Registration Number:	2409705	NCO FINANCIAL SYSTEMS, INC.
Registration Number:	2265996	NCO
Serial Number:	90251670	ALORICARES

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street N.W.

Address Line 2: Akin Gump Strauss Hauer & Feld LLP

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	12/14/2020

Total Attachments: 8

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Notice of Grant of Security Interest (Term Loan Facility) in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST (TERM LOAN FACILITY) IN TRADEMARKS, dated as of December 11, 2020 (this “Notice”), made by Alorica, Inc., a Delaware corporation (the “Pledgor”), in favor of Alter Domus (US) LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Term Loan Facility), dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Alorica Inc. (the “Borrower”), each subsidiary of the Borrower identified therein and Alter Domus (US) LLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the Trademark Collateral):

all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

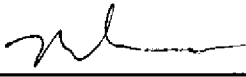
SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ALORICA, INC.

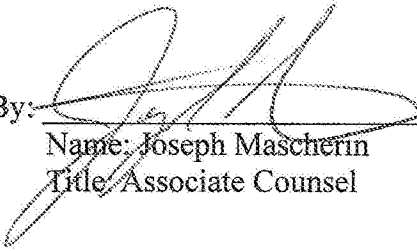
By: 
Name: Max Schwendner
Title: Executive Vice President,
Finance Planning and Secretary

[Signature Page to Notice of Grant Of Security Interest in Trademarks (Term Loan Facility)]



TRADEMARK
REEL: 007151 FRAME: 0848

ALTER DOMUS (US) LLC,
as Collateral Agent,

By: 
Name: Joseph Mascherin
Title: Associate Counsel

Schedule I
to Notice of Grant of Security Interest (Term Loan Facility) in Trademarks

Trademarks Owned by Alorica, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Design Only 	6076640	09-JUN-2020
S SST SYSTEMS & SERVICES TECHNOLOGIES, INC. Cross References: S SST SYSTEMS & SERVICES TECHNOLOGIES INC 	5941146	24-DEC-2019
ALORICA 	5586176	16-OCT-2018
ALORICA ALORICA	5585435	16-OCT-2018
PASSION PERFORMANCE POSSIBILITIES Passion Performance Possibilities	5164800	21-MAR-2017
ALORICA PASSION · PERFORMANCE · POSSIBILITIES	5085337	22-NOV-2016

 <p>alorica Precision · Performance · Possibilities</p>		
ALORICA 	5085338	22-NOV-2016
EGS 	5042188	13-SEP-2016
ALORICARES Cross References: ALORI CARES 	4834507	20-OCT-2015
HOMECENTERS 	4820497	29-SEP-2015
EGS EXPERT GLOBAL SOLUTIONS 	5102673	20-DEC-2016
NCO 	4113468	20-MAR-2012
SYSTEMS INTEGRATOR SYSTEMS INTEGRATOR	4214353	25-SEP-2012

SMART SELL	2917953	11-JAN-2005
HELIX BY ALORICA	2763647	16-SEP-2003
HELIX BY ALORICA 	2763657	16-SEP-2003
SPECTRUM	2952960	17-MAY-2005
ALORICA INC. 	2947233	10-MAY-2005
ALORICA INC.	2947234	10-MAY-2005
NCO PORTFOLIO Cross References: NCO PORTFOLIO <i>NCO portfolio</i>	2760730	09-SEP-2003
NCO PORTFOLIO Cross References: NCO PORTFOLIO	2760731	09-SEP-2003
NCO PORTFOLIO MANAGEMENT	2785368	25-NOV-2003
NCO E PAYMENTS Cross References: NCO E PAYMENTS NCOePayments	2969057	19-JUL-2005
Design Only 	2326266	07-MAR-2000
APAC CUSTOMER SERVICES	2474901	07-AUG-2001
NCO FINANCIAL SYSTEMS, INC.	2409705	05-DEC-2000
NCO	2265996	03-AUG-1999

NCO		
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U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
ALORICARES	90251670	13-OCT-2020
ALORICARES		