

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sitel Operating Corporation		09/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4624600	EXPERIENCE SHARED	
Registration Number:	4625069	SITEL	
Registration Number:	1448816	SITEL	
Registration Number:	3896390	SITEL HOMESHORE	
Registration Number:	4373056	SITEL WORK@HOME SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79896.00014 (SECOND LIEN)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	09/18/2015		

CH \$140.00 4624600

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this "Trademark Security Agreement") dated as of September 18, 2015 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BNP PARIBAS, as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Second Lien Credit Agreement dated as September 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Saturn International Holding, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, with its registered office at 8-10 Rue Mathias Hardt, L-1717, Luxembourg and registered with the Luxembourg trade and companies register under number B 199.461 ("Holdings"), Saturn UK Holdco Limited, a private limited company incorporated under the laws of England and Wales with company number 09733553 and its registered office at 20-22 Bedford Row, London, United Kingdom WC1R 4JS ("Intermediate Holdings"), Saturn Merger Sub Corporation, a Delaware corporation (the "Initial Borrower"), SITEL Worldwide Corporation, a Delaware corporation (the "Company"), the Lenders party thereto and the Administrative Agent and the U.S. Guaranty (as defined in the Credit Agreement). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement dated as of September 18, 2015, among the Grantors and the Administrative Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the "Pledge and Security Agreement"); and

Whereas, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Pledge and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Pledge and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto (the "Trademark Collateral"); provided, that in no event shall the Trademark Collateral include, and the security interest shall not attach to, any Excluded Asset, including any

“intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto whereby, in each case, such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

SITEL OPERATING CORPORATION
as Grantor

By: _____


Name: Neal Miller

Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005625 FRAME: 0927

BNP PARIBAS,
as Administrative Agent

By: 
Name: **Dimitri Jobert**
Title: **Managing Director**

By: 
Name: **Jérémie Braoude**
Title: **Vice President**

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A

<u>#</u>	<u>MARK</u>	<u>SERIAL NO. / REG. NO.</u>	<u>APP DATE / REG. DATE</u>
1	EXPERIENCE SHARED	4624600	10/21/2014
2	SITEL	4625069	10/21/2014
3	SITEL	1448816	7/21/1987
4	SITEL HOMESHORE	3896390	12/28/2010
5	SITEL WORK@HOME SOLUTIONS	4373056	7/23/2013