## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM355775

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		09/18/2015	Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Sitel Worldwide Corporation		
Street Address:	3102 West End Avenue		
Internal Address:	Two American Center		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	CORPORATION: DELAWARE		
Name:	Sitel Operating Corporation		
Street Address:	3102 West End Avenue		
Internal Address:	Two American Center		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	CORPORATION: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2657596	CLIENTLOGIC
Registration Number:	1448816	SITEL
Registration Number:	3896390	SITEL HOMESHORE

#### **CORRESPONDENCE DATA**

Fax Number: 3128622200

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: 3128622000

rob.soneson@kirkland.com Email:

**Correspondent Name:** Rob Soneson Address Line 1: 300 N LaSalle

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Address Line 2: Address Line 4:	Kirkland & Ellis LLP Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22123-11-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	09/21/2015		
Total Attachments: 4 source=Sitel Payoff - IP - USBNA Trademark Release#page1.tif			

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 18, 2015 by U.S.BANK NATIONAL ASSOCIATION, individually and in its capacity as Collateral Agent (in such capacity, the "Agent") for the Secured Parties in favor of SITEL WORLDWIDE CORPORATION (formerly known as CLIENTLOGIC CORPORATION), and SITEL OPERATING CORPORATION (successor in interest to SITEL CORPORATION) (collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Security Agreement dated as of April 20, 2012, by and among the Grantors and the Agent (the "Security Agreement").

WHEREAS, pursuant to that certain Indenture dated April 20, 2012, by and among SITEL, LLC, a Delaware limited liability company, and SITEL Finance Corp. a Delaware corporation (collectively, the "Issuers"); the Guarantors party thereto from time to time; and U.S Bank National Association, as Trustee (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Indenture"), the Holders agreed to purchase the Notes from the Issuers;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered that certain Trademark Security Agreement dated as of April 20, 2012, (the "<u>Trademark Security Agreement</u>") which granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Secured Obligations upon all of its right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) all trademarks, trade names, corporate names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) any written agreement providing for the grant by or to any Grantor of any right in, to or under any Trademark all reissues, extensions or renewals thereof, including, without limitation, those referred to on Schedule 1 hereto;
  - (c) all goodwill associated with or symbolized by, any of the foregoing;
- (d) all rights to sue and recover for past, present, and future infringements or dilutions of any of the foregoing or for any injury to goodwill
- (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and
- (f) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

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WHEREAS, the Trademark Security Agreement was recorded on April 23, 2012 with the United States Patent and Trademark Office at Reel 4762, Frame 0472 granted by Sitel Operating Corporation.

WHEREAS, the Trademark Security Agreement was recorded on April 23, 2012 with the United States Patent and Trademark Office at Reel 4762, Frame 0481 granted by SITEL Worldwide Corporation.

WHEREAS, the Grantors are being released from their obligations under the Indenture, the Security Agreement, and the Trademark Security Agreement, and the Agent has agreed to terminate and release its security interest in the Collateral, including the Trademark Collateral, and to re-assign any Lien such Grantors may have collaterally assigned to the Agent with respect to the Collateral, including the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Security Agreement, and the Trademark Security Agreement, and hereby relinquishes, terminates, cancels, discharges and releases any and all security interests it has against the Collateral, including the Trademark Collateral, and hereby re-assigns to the Grantors any Lien such Grantors may have collaterally assigned to the Agent with respect to the Collateral, including the Trademark Collateral.

The Agent shall, at the Grantors' expense, take all further actions, and provide to the Grantors, their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

> U.S. BANK NATIONAL ASSOCIATION, as Agent

By: Wally Jords
Name: WALLY STAVES
Title: VICE PRESIDENT

[Signature Page to the Release of Security Interest in Trademarks Agreement]

# SCHEDULE 1 TRADEMARKS

Trademark	Grantor	Reg. No.	Reg. Date	Reel/Frame
CLIENTLOGIC	SITEL WORLDWIDE	2657596	12/10/02	4762/0481
	CORPORATION			
SITEL	SITEL OPERATING	1448816	07/21/87	4762/0472
	CORPORATION			
SITEL	SITEL OPERATING	3896390	12/28/10	4762/0472
HOMESHORE	CORPORATION			

**RECORDED: 09/21/2015** 

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