# OP \$990.00 4868357

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM493204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		10/09/2018	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Syntel, Inc.
Street Address:	525 E. Big Beaver
Internal Address:	3rd Floor
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48083
Entity Type:	Corporation: MICHIGAN

#### **PROPERTY NUMBERS Total: 39**

Registration Number:		Word Mark			
•	4868357	SOCIOSERVE			
Registration Number:	4827134	SYNTBOTS AUTOMATION NXT			
Registration Number:	4812915	SYNTBOTS			
Registration Number:	4700612	STAYAHEAD WITH SYNTEL			
Registration Number:	4676502	SIGMAI			
Registration Number:	4676501	OPTIMAI			
Registration Number:	4666434	SYNTEL DIGITAL ONE			
Registration Number:	4664738	DISCOVERI			
Registration Number:	4616440	M III MANAGE MIGRATE MODERNIZE			
Registration Number:	4572494	INTELLITRANSFORM			
Registration Number:	4528111	INTELLITRANSFORM			
Registration Number:	4476177	SYNTEL SOCIOCALYX			
Registration Number:	4445040	SYNTEL OPTIMAI			
Registration Number:	4441479	TRANSPOINT			
Registration Number:	4414937	YOU DON'T HAVE TO BE XL TO EXCEL.			
Registration Number:	4411850	CENTRALI			
Registration Number:	4408026	SIGMAI			
Registration Number:	4408025	DISCOVERI			

900469263 REEL: 006465 FRAME: 0247

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Property Type	Number	Word Mark
Registration Number:	4391047	OGILE
Registration Number:	4105195	ITAP
Registration Number:	3664282	SYNTEL SMALL ENOUGH TO LISTEN, BIG ENOUG
Registration Number:	3319874	SYNAPPTEST
Registration Number:	3309641	SYNAPPTOOL
Registration Number:	3209265	SYNTELOVATION
Registration Number:	3093978	IDENTEON
Registration Number:	2932357	SYNTEL
Registration Number:	2875965	SYNTEL
Registration Number:	2854163	LATEST-TO-LEGACY
Registration Number:	2724705	SKILLBAY
Registration Number:	2718991	CONSIDER IT DONE
Registration Number:	2636406	DIGITAL BLUEPRINTING - BUILD - OPTIMIZE
Registration Number:	2322718	INTELLISOURCING
Registration Number:	2266019	INTELLITRANSFER
Registration Number:	2231153	TEAMSOURCING
Registration Number:	2206169	CONSIDER IT DONE
Registration Number:	1692076	SYNTEL
Serial Number:	86537112	KARP
Serial Number:	86536986	SYNBOTS
Serial Number:	86491403	TWO SPEED WORLD

#### **CORRESPONDENCE DATA**

**Fax Number:** 9192868199

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:** 9192868038

**Email:** pto\_tmconfirmation@mvalaw.com, patrickquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 3015 Carrington Mill Blvd.

Address Line 2: Suite 400

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.11680
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	10/09/2018

#### **Total Attachments: 5**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 9, 2018 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>") in favor of Syntel, Inc., a Michigan corporation ("<u>Obligor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of September 12, 2016 by and among the Obligor, Administrative Agent, and other parties thereto (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement"), Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of Obligor (and any applicable assignee thereof) in and to all then-owned or existing, or thereafter owned, acquired, or arising, General Intangibles, Trademarks, Trademark Licenses, Accessions, and Proceeds of all of the foregoing (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on November 2, 2016 at Reel 5915 Frame 0051 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases fully the entirety of Administrative Agent's security interest in Obligor's (and any applicable assignee's) right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
- (b) authorizes the recordation of this Release by Obligor (or any applicable assignee thereof) or Obligor's (or such assignee's) authorized representative with the USPTO and any similar office or agency of the United States, any state thereof, any other country or any political subdivision thereof, and any applicable office or agency thereof at Obligor's expense.
- **SECTION 3.** Choice of Law; General. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. If any provision of this Release is, for any reason, held to be invalid or unenforceable, the other provisions of this Release will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, and Obligor have caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Bank of America, N.A., as Administrative Agent

Bank of America, N.A., as Administrative Agen
By: <u>Christica Scotter</u> Name: Christine Trotter Title: Assistant Vice President
THE. Assistant vice i resident
Syntel, Inc.
By:
Name:
Title:

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, and Obligor have caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Ban	k of	America,	N.A.,	as	Administrative	Agent
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Syntel, Inc.

By:\_\_\_ Name:

Title:

Byron S. Collier Assistant Secretary

#### Schedule A

#### U.S. Trademarks Subject to Security Interest Granted by Syntel, Inc. In Favor of Bank of America, N.A., as Administrative Agent Recorded November 2, 2016 at Reel 5915 Frame 0051

### **Trademark Registrations**

Mark	Reg. No.	Reg. Date
SOCIOSERVE	4868357	12/08/15
SYNTBOTS AUTOMATION NXT and Design	4827134	10/06/15
SYNTBOTS	4812915	09/15/15
STAYAHEAD WITH SYNTEL	4700612	03/10/15
SIGMAI and Design	4676502	01/20/15
OPTIMAI and Design	4676501	01/20/15
SYNTEL DIGITAL ONE and Design	4666434	01/06/15
DISCOVERI and Design	4664738	12/30/14
M III MANAGE MIGRATE MODERNIZE and Design	4616440	10/07/14
INTELLITRANSFORM	4572494	07/22/14
INTELLITRANSFORM	4528111	05/13/14
SYNTEL SOCIOCALYX and Design	4476177	01/28/14
SYNTEL OPTIMAI and Design	4445040	12/03/13
TRANSPOINT and Design	4441479	11/26/13
YOU DON'T HAVE TO BE XL TO EXCEL	4414937	10/08/13
CENTRALI and Design	4411850	10/01/13
SIGMAI and Design	4408026	09/24/13
DISCOVERI and Design	4408025	09/24/13
OGILE	4391047	08/27/13
ITAP	4105195	02/28/12
SYNTEL SMALL ENOUGH TO LISTEN, BIG ENOUGH	3664282	08/04/09
TO DELIVERY		
SYNAPPTEST	3319874	10/23/07
SYNAPPTOOL	3309641	10/09/07
SYNTELOVATION	3209265	02/13/07
IDENTEON	3093978	05/16/06
SYNTEL	2932357	03/15/05
SYNTEL	2875965	08/24/04
LATEST-TO-LEGACY	2854163	06/15/04
SKILLBAY	2724705	06/10/03
CONSIDER IT DONE	2718991	05/27/03
DIGITAL BLUEPRINTING – BUILD – OPTIMIZE	2636406	10/15/02
INTELLISOURCING	2322718	02/29/00
INTELLITRANSFER	2266019	08/03/99
TEAMSOURCING	2231153	03/09/99
CONSIDER IT DONE	2206169	11/24/98
SYNTEL	1692076	06/09/92

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# **Trademark Applications**

Mark	Appl. No.	Filing Date
KARP	86537112	02/17/15
SYNBOTS	86536986	02/17/15
TWO SPEED WORLD	86491403	12/29/14

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**RECORDED: 10/09/2018**