

05-11-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101714713

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MAY - 7 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

3/8/01

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/11/2001 GTON11 00000114 75490591

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 500.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002292 FRAME: 0932

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75490591"/>	<input type="text" value="75491509"/>	<input type="text"/>	<input type="text" value="1764828"/>	<input type="text" value="1976572"/>	<input type="text" value="2140264"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1939824"/>	<input type="text" value="2041950"/>	<input type="text" value="2172874"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1943951"/>	<input type="text" value="2133900"/>	<input type="text" value="2027124"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael Jarvis

Name of Person Signing


Signature

5/2/01
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark If additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark If additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

2302411	2367632	
2183283	1593490	
2205842	2348111	
2426034		
2348111		
2372100		
1704724		

TRADEMARK ASSIGNMENT

WHEREAS, on March 8, 2001, certain assets of Esquire Communications, Ltd., a Delaware corporation, ("Borrower"), Esquire Deposition Services, Inc., a Delaware corporation ("Esquire Deposition"), Esq.com CSD, Inc., a Delaware corporation ("Esq.com"), and Esquire Document Retrieval Corporation, a Delaware corporation ("Esquire Document", and collectively with Esquire Deposition and Esq.com, "Guarantors"), including all trademarks, service marks, trade names, trademark registrations and trademark applications of the Borrower and the Guarantors, together with the goodwill inherent therein, and including, but not limited to, those listed in Schedule A (collectively the "Marks"), were surrendered, delivered, and assigned by Borrower and Guarantors to Antares Capital Corporation ("Agent"), as agent for a group of lenders ("Lenders"), for the purpose of allowing the Agent, on behalf of the Lenders, to sell and assign such assets to Hobart Legal Services, LLC (the "Buyer") in a private sale transaction authorized by Section 9-504 of the Illinois Commercial Code; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of Lenders, hereby assigns and transfers to Buyer, its successors and assigns, absolutely and forever, all of Agent's, Borrower's, and Guarantors' entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Borrower and Guarantors and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world (collectively "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being

assigned and the right to receive and retain the proceeds or other remedies relating to those infringements.

Except as specifically provided in the Asset Purchase Agreement dated as of February 27, 2001, as amended by an amendment dated March 8, 2001, by and among the Agent, the Buyer and The Hobart West Group, Inc. (the "Purchase Agreement"), the Agent makes no representation, warranty, covenant or undertaking, express or implied, with respect to All Marks, including the Marks, the Borrower's or Guarantors' business or prospects. All Marks, including the Marks, are assigned without recourse on an absolute "as is, where is" basis, except as otherwise specifically provided in the Purchase Agreement. This Trademark Assignment is subject to, and qualified in its entirety by, the exact terms of the Purchase Agreement.

The Agent, the Borrower, and the Guarantors agree to perform such acts as may be necessary, desirable, or requested to vest full right, title and interest in and to All Marks throughout the world in Buyer, or as may be necessary, desirable, or requested for Buyer to obtain, renew, record rights in, perfect rights in, or enforce All Marks, including but not limited to executing and filing additional documents.

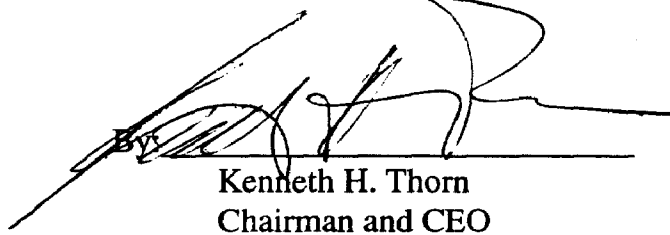
This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, all parties have caused this Trademark Assignment to be
executed and delivered as of this 8th day of March, 2001.

HOBART LEGAL SERVICES, LLC

By: The Hobart West Group, Inc.

Its: ~~Managing Member~~


By: _____
Kenneth H. Thorn
Chairman and CEO

ANTARES CAPITAL CORPORATION,
in its capacity as Agent for the Lenders

By: _____

Name:

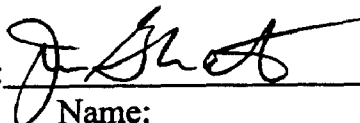
Title:

IN WITNESS WHEREOF, all parties have caused this Trademark Assignment to be
executed and delivered as of this 8th day of March, 2001.

HOBART LEGAL SERVICES, LLC
By: The Hobart West Group, Inc.
Its: Managing Member

By: _____
Kenneth H. Thorn
Chairman and CEO

ANTARES CAPITAL CORPORATION,
in its capacity as Agent for the Lenders

By:  _____
Name:
Title:

SCHEDULE A**U. S. REGISTERED TRADEMARKS/SERVICE MARKS**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DEPONET (Stylized)	1,764,828	04/13/93
Fan Design	1,939,824	12/05/95
DEPONET and Fan Design	1,943,951	12/26/95
Q.A. (Stylized)	1,976,572	05/28/96
PLVN	2,041,950	03/04/97
TAKING AN ACTIVE APPROACH TO QUALITY	2,133,900	02/03/98
LAWYERS CHOICE	2,140,264	03/03/98
SUCCESS BY ASSOCIATION	2,172,874	07/14/98
Design Only	2,027,124	12/31/96
LAWYERS UNIVERSE	2,302,411	12/21/99
IMAGE MAKER	2,183,283	08/25/98
DEPONET	2,205,842	11/24/98
ESQUIRE CORPORATE SERVICES	2,426,034	02/06/01
A RECORD OF EXCELLENCE	2,348,111	05/09/00
E Logo	2,372,100	08/01/00
CAT-LINKS	1,704,724	08/04/92
WE DO EVERYTHING EXCEPT TRY THE CASE	1,838,932	06/07/94
ACROSS TOWN OR ACROSS THE NATION	2,367,632	07/18/00

THE EXECUTIVE WARRIOR	1,593,490	04/24/90
A RECORD OF EXCELLENCE	2,348,111	05/09/00

U. S. TRADEMARK/SERVICE MARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>	<u>FILING DATE</u>
ESQUIRE COMMUNICATIONS	75/490,591	05/26/98
ESQUIRE DEPOSITION SERVICES	75/491,509	05/26/98
C.V.R.	74/570,650	09/07/94
LAWYER TO LAWYER	75/148,944	08/12/96
EXPERT PLUS (Intent to Use)	75/230,672	01/24/97
ESQUIRE CORPORATE SERVICES	75/491,533	05/26/98
ESQUIRE (stylized) with E Logo	75/552,717	09/14/98
ESQUIRE (stylized)	75/558,444	09/14/98
DEPOSITION NETWORK (stylized)	74/282,122	06/08/92
IMAGE MAKER		02/19/98
THE PROFESSIONAL VIDEOGRAPHERS NETWORK	75/217,405	12/23/96
THE PROFESSIONAL LEGAL VIDEOGRAPHERS NETWORK	75/082,020	04/01/96
LAWYERS CHOICE		04/17/97
EXPERT PLUS	75/230,672	01/24/97
FAST, FREE AND EASY	74282124	06/08/92

OTHER MARKS/NAMES

AMERICAN NETWORK SERVICES

LEXNET

LAW TO LAW

ESQUIRE LEGAL STAFFING

ESQUIRE STAFFING SOLUTIONS

ESQUIRE ALTERNATIVE DISPUTE RESOLUTION

ESQUIRE PROCESS SERVICE

ESQUIRE SERVICE PROCESS

ESQUIRE DOCUMENT RETRIEVAL

EBS 2000

LEGALEZE

LEGALEASE

LEGAL OPTIONS

LEGALOGIC

COUNSEL STAFF

WHEREVER YOU GO THERE WE ARE

TRADEMARK

RECORDED: 05/07/2001

REEL: 002292 FRAME: 0941