07-30-2001

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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ESQUIRE DEPOSITION SERVICES, LLC
7-25-01

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Internal Address: Asset Based Lending Div.
Street Address: 2 Hopkins Plaza, 5th Fl.
City: Baltimore State: MD Zip: 21201

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Maryland banking & trust co.

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other
Execution Date: June 12, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/490,591 75/491,509 75/491,533

B. Trademark Registration No.(s)
1764828, 1939824, 1943951, 1976572, 2041950, 2133900, 2140264, 2172874, 2027124, 2302411, 2183283, 2205842, 2426034, 2348111, 2372100, 1704724, and 2367632

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joseph Tyssowski, Esquire
Gebhardt & Smith LLP
Internal Address:
World Trade Center, 9th Floor
Street Address: 401 E. Pratt Street
City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....$ 515.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Joseph R. S. Tyssowski, Jr., _____ 7/24/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

07/27/2001 LMUELLER 00000143 75490591
01 FC:481 40.00 OP
02 FC:482 475.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is dated as of June 12, 2001, by and between ESQUIRE DEPOSITION SERVICES, LLC ("BORROWER"), with its mailing address at 25A Vreeland Road, Suite 103, Florham Park, New Jersey 07932 and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("LENDER"), with its principal place of business at 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201.

RECITALS

The BORROWER, together with certain affiliated co-borrowers, has obtained certain credit accommodations (collectively, "LOAN") from the LENDER pursuant to the terms and provisions of a Loan And Security Agreement dated March 7, 2001 by and between the BORROWER, certain affiliates of the BORROWER and the LENDER ("LOAN AGREEMENT").

Pursuant to the terms of the LOAN AGREEMENT, the BORROWER has granted liens in all of its assets, including but not limited to, the BORROWER'S goodwill and has agreed to execute and deliver this AGREEMENT as security for all of the BORROWER'S obligations in connection with the LOAN.

Consequently, pursuant to the terms of this AGREEMENT, the BORROWER has agreed to grant to the LENDER a security interest and lien in all of the BORROWER'S trademarks and trademark applications registered with the United States Patent And Trademark Office.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the BORROWER agrees with the LENDER as follows:

Section 1. Grant Of Security Interest. The BORROWER, as additional security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS (as hereafter defined), hereby grants unto LENDER, its successors and assigns, upon the following terms and conditions, a continuing lien and security interest in those certain trademarks and service marks registered with the United States Patent and Trademark Office and described on Exhibit A attached hereto and made a part hereof, together with any renewals thereof, and the entire goodwill of the business in connection with which such trademarks and service marks are used, and all claims for damages by reason of past infringement of such trademarks and service marks with the right to sue for and collect the same, to LENDER (collectively, "Trademarks") and all license rights in the Trademarks. As used herein, the term "OBLIGATIONS" shall have the meaning given to that term in the LOAN AGREEMENT. This AGREEMENT is delivered pursuant to and in confirmation of the terms and conditions of the LOAN AGREEMENT, which terms and

conditions are incorporated by reference into this AGREEMENT and made a part hereof as if fully set out herein.

Section 2. Additional Trademarks Or Service Marks. If, before the OBLIGATIONS shall have been satisfied in full, the BORROWER obtains rights to any new trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and the BORROWER shall give prompt written notice thereof to LENDER. The BORROWER irrevocably and unconditionally authorizes LENDER to modify this AGREEMENT by amending Exhibit A to include any additional or future trademarks, service marks and applications therefor owned or acquired by the BORROWER without any further assent or signature of the BORROWER.

Section 3. Purpose. This AGREEMENT has been executed and delivered by the BORROWER for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to LENDER under the LOAN AGREEMENT. The terms and conditions of the LOAN AGREEMENT shall remain in full force and effect in accordance with its terms, notwithstanding the execution, delivery and recordation of this AGREEMENT.

Section 4. Representations And Warranties. The BORROWER represents and warrants that, to the best of the BORROWER'S knowledge:

a. The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

b. Each of the Trademarks is valid and enforceable;

c. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

d. The BORROWER is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the BORROWER not to sue third persons;

e. The BORROWER has the unqualified right to enter into this AGREEMENT and to perform its terms;

f. The BORROWER has used, and will continue to use for the duration of this AGREEMENT, proper statutory notice in connection with its use of the Trademarks; and

g. The BORROWER has used or required the use of, and will continue to use or require the use of for the duration of this

AGREEMENT, consistent standards of quality in the manufacture of products sold and services rendered under the Trademarks.

Section 5. Maintenance of Trademarks. The BORROWER shall: (a) maintain the registration of the Trademarks unless the Trademarks are no longer used in the BORROWER'S business; and (b) take all actions necessary to maintain, preserve and continue the validity and enforceability of the Trademarks, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees.

Section 6. Agreement to Assign Interest. Upon the occurrence of an "EVENT OF DEFAULT" (as that term is defined in the LOAN AGREEMENT), in addition to all other rights and remedies available to LENDER under the LOAN AGREEMENT or applicable law, the BORROWER hereby agrees to execute any and all documents, agreements and instruments considered necessary, appropriate or convenient by LENDER or its counsel to effectuate the assignment, transfer and conveyance of the Trademarks to LENDER or its assignee. The BORROWER hereby irrevocably and unconditionally authorizes and empowers LENDER to make, constitute and appoint any officer or agent of LENDER as LENDER may select, in its exclusive discretion, as the BORROWER's true and lawful attorney-in-fact, with the power to endorse the BORROWER's name on all such documents, agreements and instruments, including without limitation assignments. The BORROWER hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and constitutes a power of attorney coupled with an interest. All of LENDER's rights and remedies with respect to the Trademarks, whether established by this AGREEMENT, by the LOAN AGREEMENT, by any other loan document, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 7. Patent And Trademark Office May Rely Upon This Agreement. If LENDER shall in good faith elect to exercise any of the rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon LENDER's written statement of LENDER's right to sell, assign and transfer the Trademarks and the BORROWER hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by LENDER either in the BORROWER's name or in LENDER's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the BORROWER under the LOAN AGREEMENT.

Section 8. Costs And Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by LENDER in connection with the preparation of this AGREEMENT and all other documents relating hereto and the consummation of this transaction, the filing

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or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the BORROWER on demand by LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate prescribed in the LOAN AGREEMENT.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN AGREEMENT, in the manner and within the time specified in the LOAN AGREEMENT.

Section 10. No Assignment Or Further Lien. The BORROWER shall not assign, transfer or convey its interests in the Trademarks, nor shall the BORROWER grant any further lien or security interest in all or any of the Trademarks, without the prior written consent of LENDER.

Section 11. Further Assurances. The BORROWER shall execute any further or additional documents considered necessary, appropriate or proper by LENDER to effectuate the purposes and intent of this AGREEMENT.

Section 12. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the parties hereto.

Section 13. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 14. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of LENDER and its successors and assigns, and shall be binding upon the BORROWER and its successors and assigns.

Section 15. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this AGREEMENT and the rights and OBLIGATIONS of the parties hereto, including the validity, construction, interpretation, and enforceability of this AGREEMENT and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this AGREEMENT or which occurred or were to occur as a direct or indirect result of this AGREEMENT having been executed.

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Section 16. Consent To Jurisdiction; Agreement As To Venue. The BORROWER irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Maryland and of the United States District Court For The District Of Maryland, if a basis for federal jurisdiction exists. The BORROWER agrees that venue shall be proper in any circuit court of the State of Maryland selected by LENDER or in the United States District Court For The District Of Maryland if a basis for federal jurisdiction exists and waives any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or of inconvenience of forum.

Section 17. Waiver Of Jury Trial. The BORROWER (by its execution hereof) and LENDER (by its acceptance of this AGREEMENT) agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this AGREEMENT, the LOAN AGREEMENT, or any other document or AGREEMENT which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN AGREEMENT, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN AGREEMENT, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE BORROWER AND LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The BORROWER acknowledges and agrees that this provision is a specific and material aspect of the AGREEMENT between the parties hereto and that LENDER would not enter into the subject transactions if this provision were not part of this AGREEMENT.

IN WITNESS WHEREOF, the BORROWER has executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

Debbie Monet

BORROWER:

ESQUIRE DEPOSITION SERVICES, LLC

By: _____ (SEAL)
Name: Kenneth H. Thorn
Title: Chairman & CEO of Managing Member

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ACKNOWLEDGMENT

STATE OF New Jersey, CITY/COUNTY OF Morris, TO WIT:

I HEREBY CERTIFY that on this 12th day of June, 2001, before me, the undersigned attorney at law of the aforesaid State, personally appeared Kenneth H. Thorn, and acknowledged himself to be the Chairman & CEO of Managing Member of ESQUIRE DEPOSITION SERVICES, LLC, and that he, as such Chairman & CEO, being authorized so to do, executed the foregoing instrument in the capacity and for the purposes therein contained, by signing the name of ESQUIRE DEPOSITION SERVICES, LLC by himself as Chairman & CEO of Managing Member.

IN WITNESS MY Hand and Seal.

(SEAL)
Michael E. Jarvis, Esq.
Attorney at Law of State of New Jersey

EXHIBIT A

U.S. REGISTERED TRADEMARKS/SERVICE MARKS

MARK	REG. NO.	REG. DATE
DEPONET (Stylized)	1764828	04/13/93
Fan Design	1939824	12/05/95
DEPONET and Fan Design	1943951	12/26/95
Q.A. (Stylized)	1976572	05/28/96
PLVN	2041950	03/04/97
TAKING AN ACTIVE APPROACH TO QUALITY	2133900	02/03/98
LAWYERS CHOICE	2140264	03/03/98
SUCCESS BY ASSOCIATION	2172874	07/14/98
Design Only	2027124	12/31/96
LAWYERS UNIVERSE	2302411	12/21/99
IMAGE MAKER	2183283	08/25/98
DEPONET	2205842	11/24/98
ESQUIRE CORPORATE SERVICES	2426034	02/06/01
A RECORD OF EXCELLENCE	2348111	05/09/00
E Logo	2372100	08/01/00
CAT-LINKS	1704724	08/04/92
ACROSS TOWN OR ACROSS THE NATION	2367632	07/18/00

U.S. TRADEMARK/SERVICE MARK APPLICATIONS

MARK	APPLICATION SERIAL NO.	FILING DATE
ESQUIRE COMMUNICATIONS	75/490,591	05/26/98
ESQUIRE DEPOSITION SERVICES	75/491,509	05/26/98
ESQUIRE CORPORATE SERVICES	75/491,533	05/26/98