

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Litigation Solutions, Inc.		12/21/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ORIX Finance Corp.		
Street Address:	1717 Main Street		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	78201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2925405	WATCHING WAITING	
Registration Number:	3031508	LITIGATION SOLUTIONS, INC.	
Registration Number:	3034418	LITIGATION SOLUTIONS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(404)322-6204		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Kyle M. Globerman		
Address Line 1:	1320 Main Street, 17th Floor		
Address Line 4:	Columbia, SOUTH CAROLINA 29201		
ATTORNEY DOCKET NUMBER:	29942/09006		
NAME OF SUBMITTER:	Kyle M. Globerman		

OP \$90.00 2925405

900113322

TRADEMARK
REEL: 003831 FRAME: 0415

Signature:

/Kyle M. Globerman/

Date:

08/07/2008

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") is dated as of December 21, 2007, among the grantors identified as such on the signature page hereof (each a "**Grantor**" and collectively, the "**Grantors**") and **ORIX FINANCE CORP.**, as administrative agent (in such capacity, "**Agent**") for itself and the lenders from time to time signatory to the Credit Agreement hereinafter defined ("**Lenders**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among MCMC LLC, a Delaware limited liability company (the "**Borrower**"), MCMC Holdings LLC, a Delaware limited liability company ("**Holdings**"), certain other parties as guarantors, the Agent and the Lenders (as amended, modified, replaced or restated from time to time, the "**Credit Agreement**"), Lenders have agreed to make Loans to each Grantor;

WHEREAS, each Grantor (other than Borrower) is either the parent or a Subsidiary of Borrower and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to the Borrower pursuant to the Credit Agreement;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors have agreed pursuant to the Security Agreements to grant a continuing Lien on the Collateral to secure the Secured Obligations (as defined below); and

WHEREAS, pursuant to the Security Agreements, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to provide the Loans and other financial accommodations under the Credit Agreement, it is agreed as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, or, if not defined therein, in the applicable Security Agreement. References to "Security Agreement" or to this "Agreement" shall mean this Agreement, including all amendments, modifications and supplements and any annexes, exhibits and schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

2. **Grant of Lien.** To secure the prompt and complete payment, performance and observance of all Obligations, all obligations of any Credit Party under all Rate Contracts permitted under the Credit Agreement with any Person who was a Lender or an Affiliate of a Lender at the time such Rate Contract was made and all obligations of each Grantor now or hereafter existing under this Security Agreement and any other Loan Document to which Grantor is a party, including, without limitation, all reasonable fees, costs and expenses whether in connection with collection actions hereunder or otherwise (collectively, the

“**Secured Obligations**”), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Intellectual Property Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all products and Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

3. Representations and Warranties. Each Grantor represents and warrants to the Agent and the Lenders that (a) such Grantor does not own or have rights, title or any interest in or to any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto; (b) this Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements, perfected Liens in favor of Agent (for the benefit of itself and the Lenders) on each Grantor’s Patents, Trademarks and Copyrights, such perfected Liens are enforceable as such as against any and all creditors of and purchasers from such Grantor and (c) upon filing of this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreements, all action necessary or desirable to protect and perfect Agent’s Lien on each Grantor’s Patents, Trademarks or Copyrights shall have been duly taken. The representations and warranties set forth herein shall survive the execution and delivery of this Security Agreement.

4. Covenants. Each Grantor covenants and agrees with the Agent, for the benefit of Agent and Lenders, that from and after the date of this Security Agreement and until the Obligations under the Credit Agreement and Loan Documents have been indefeasibly paid in full:

(a) Each Grantor shall notify Agent immediately if they know or have reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or

development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto in form and substance satisfactory to Agent to evidence Agent's Lien on such Patent, Trademark or Copyright.

(c) Each Grantor shall take all actions necessary to maintain and pursue each application to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall (i) comply with Section 4(a)(ix) of the Security Agreements and (ii) unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all actions, including to sue to enjoin any such conduct and/or for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.

5. Security Agreements. The security interests granted by each Grantor pursuant to this Security Agreement are granted in conjunction with the security interest granted by such Grantor to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreements. Each Grantor and Agent expressly agree that the security interests granted under this Security Agreement and the Security Agreements in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Security Agreement and the Security Agreements. In the event of any inconsistency between the terms and conditions of this Security Agreement and the Security Agreements, then the terms and conditions of the Security Agreements shall prevail.

6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is,

pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. **GOVERNING LAW.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.2 OF THE CREDIT AGREEMENT. NOTHING IN THIS SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

9. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

10. **Successors and Assigns.** This Security Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of such Grantor (including any debtor-in-possession on behalf of such Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments,

transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Lenders, hereunder. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

11. **Section Titles.** The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

12. **Severability.** Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and each Grantor with respect to the matters referred to herein and therein.

13. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

14. **Counterparts.** This Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

15. **Advice of Counsel.** Each of the parties represents to each other party hereto that it has discussed this Security Agreement and, specifically, the provisions of Sections 8 and 13, with its counsel.

16. **Joinder.** It is understood and agreed that any Subsidiary of a Credit Party that is required to become a party to this Agreement after the Closing Date pursuant to Section 4.13 of the Credit Agreement shall automatically become a Grantor hereunder upon the execution and delivery by such Subsidiary of any instrument substantially in the form of Exhibit A hereto and the delivery of the same to Agent with the same force and effect as if originally named as a party herein. The execution and delivery of any instrument adding an additional party to this Agreement shall only require the consent of the Agent and shall specifically not require the consent of any other party hereunder or of any Lender. The rights and obligations of each

party hereunder shall remain in full force and effect notwithstanding the addition of any additional party hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Security Agreement as of the date first above written.

GRANTORS:

MCMC LLC

By: Pamela Ochs-Piasecki
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer

MCMC HOLDINGS LLC

By: Pamela Ochs-Piasecki
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer

COUNTRY-WIDE INDEPENDENT EXAMS,
LLC

By: Pamela Ochs-Piasecki
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer

MBA HOLDCO, LLC

By: Pamela Ochs-Piasecki
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer

LITIGATION SOLUTIONS, LLC

BY: MCMC LLC (the controlling Member)

By: Pamela Ochs-Piasecki
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer

AGENT:

ORIX FINANCE CORP.

By: 

Name: Christopher L. Smith

Title: Managing Director

EXHIBIT A

Joinder Agreement

THIS JOINDER AGREEMENT (this "**Joinder**") is dated as of _____, _____, and supplements that certain Intellectual Property Security Agreement dated as of December ___, 2007 (as amended, modified, replaced or restated from time to time, the "**Security Agreement**") among the grantors party thereto from time to time (each a "**Grantor**" and collectively, the "**Grantors**") and ORIX FINANCE CORP., as agent (the "**Agent**").

Reference is made to that certain Credit Agreement dated as of December ___, 2007 (as amended, replaced, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among MCMC LLC, a Delaware limited liability company (the "**Borrower**"), MCMC Holdings LLC, a Delaware limited liability company ("**Holdings**"), certain other parties as guarantors, the Agent and the lenders from time to time signatory thereto (the "**Lenders**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (or, to the extent not defined therein, as defined in the Credit Agreement).

The Grantors have entered into the Security Agreement in order to induce the Lenders to extend credit pursuant to the Credit Agreement. Pursuant to Section 4.13 of the Credit Agreement, the undersigned is required to enter into the Security Agreement. Section 16 of the Security Agreement provides that additional parties may become a party under the Security Agreement by execution and delivery of an instrument substantially in the form of this Joinder. The undersigned ("**Additional Party**") is executing this Joinder in accordance with the requirements of the Credit Agreement to become a party under the Security Agreement in order to induce the Lenders to extend and continue the extension of credit pursuant to the Credit Agreement.

Accordingly, the Additional Party agrees, for the benefit of Agent and the Lenders, as follows:

Section 1. In accordance with the Security Agreement, the Additional Party, by its signature below, becomes a party to the Security Agreement with the same force and effect as if originally named therein as a party thereto, and the Additional Party hereby agrees to all the terms thereof and warrants that the representations and warranties made by it as a party thereunder are true and correct in all material respects on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the Additional Party. The Security Agreement is hereby incorporated by reference.

Section 2. The Additional Party represents and warrants to the Agent that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium or similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

Section 3. This Joinder may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid. This Joinder shall become effective when Agent shall have received a copy of this Joinder that bears the signature of the Additional Party.

Section 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Additional Party has duly executed and delivered this Joinder as of the date first written above.

[NAME OF ADDITIONAL PARTY]

By: _____
Name:
Title:

ACCEPTED BY ADMINISTRATIVE AGENT
ON _____, ____.

ORIX FINANCE CORP.

By: _____
Name:
Title:

SCHEDULE I

Patents and Patent Licenses

NONE

SCHEDULE II

Trademarks and Trademark Licenses

WATCHING WAITING

LITIGATION SOLUTIONS, INC.

LITIGATION SOLUTIONS, INC. (stylized)

PEER REVIEW ANALYSIS

PRA

CONSULT THE PHYSICIANS

LET THE EXPERTS TAKE A LOOK

THE PEER REVIEWER

MCMC, LLC owns the trademark (pictured below)



MCMC, LLC owns the trademark (pictured below)



SCHEDULE III

Copyrights and Copyright Licenses

iNET, TXu1-118-406, effective July 14, 2003

RATS, TXu1-118-405, effective July 14, 2003

CopyNet, TXu1-167-166, effective January 19, 2004