

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medquist Inc.		08/31/2009	CORPORATION: NEW JERSEY
Medquist CM LLC		08/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Medquist IP LLC		08/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Medquist of Delaware, Inc.		08/31/2009	CORPORATION: DELAWARE
Medquist Transcriptions, LTD.		08/31/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, LLC, as agent		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0295966	VOICEWRITER	
Registration Number:	3312026	DOCQMENT CODE ED PLUS	
Registration Number:	2371334	MEDQUIST	
Registration Number:	1818404	DATAMIC	
Registration Number:	1702913	HEALTHCHECK	
Registration Number:	3207555	DOCROUTE	
Registration Number:	2546322	DVI	

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TRADEMARK  
REEL: 004056 FRAME: 0542

Registration Number:	3491051	QTINUUM OF CARE
Registration Number:	2915575	MEDQUIST
Registration Number:	2942526	CODEASSIST
Registration Number:	3573651	MQCENTRAL
Registration Number:	3516298	DOCQSCRIBE
Registration Number:	3556444	SPEECHQ FOR RADIOLOGY
Registration Number:	3641670	DOCQMENT ENTERPRISE PLATFORM
Registration Number:	3614294	INSPIRED LISTENING
Serial Number:	77421518	SPEECHQ REPORT STATION
Serial Number:	77421485	SPEECHQ FOR GENERAL MEDICINE
Serial Number:	77421474	SPEECHQ FOR CARDIOLOGY
Serial Number:	77421540	SPEECHQ
Serial Number:	77421527	SPEECHQ
Serial Number:	77727211	PHYSASSIST IQ
Serial Number:	77727085	DOCQVOICE

#### CORRESPONDENCE DATA

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-756-2215  
 Email: john.garces@srz.com  
 Correspondent Name: John Garces, Esq.  
 Address Line 1: 919 Third Avenue  
 Address Line 2: 22nd Floor  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983-0161
NAME OF SUBMITTER:	John Garces, Esq. (025983-0161)
Signature:	/kc for jg/
Date:	09/02/2009

#### Total Attachments: 8

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31<sup>st</sup> day of August, 2009, among Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MedQuist Inc., a New Jersey corporation, as parent ("Parent"), each Subsidiary of Parent listed on the signature pages thereto as a "Borrower" (each a "Borrower" and collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security (subject to Permitted Liens) interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and

assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**MEDQUIST INC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Mark A. [Signature]*  
*General Counsel & Secretary*

**MEDQUIST CM LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Mark A. [Signature]*  
*President*

**MEDQUIST IP LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Mark A. [Signature]*  
*President*

**MEDQUIST OF DELAWARE, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Mark A. [Signature]*  
*Secretary*

**MEDQUIST TRANSCRIPTIONS, LTD.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Mark A. [Signature]*  
*Secretary*

Trademark Security Agreement

**AGENT:**

**WELLS FARGO FOOTHILL, LLC**

By:

Title:

  
**Matthew J. Simoneau**  
**Senior Vice President**

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004056 FRAME: 0548**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>COUNTRY</b>	<b>MARK</b>	<b>REG. NO.</b>	<b>REG'D</b>	<b>STATUS</b>	<b>OWNER</b>
AU	DVI*	841269	5/31/2001	REGISTERED	Digital Voice Inc.
AU	DOCQMENT ENTERPRISE PLATFORM*	1181373	6/8/2007	REGISTERED	MedQuist IP Corporation
AU	SPEECHQ FOR GENERAL MEDICINE	1262023	9/12/2008	REGISTERED	MedQuist IP LLC
AU	SPEECHQ REPORT STATION	1262021	9/12/2008	REGISTERED	MedQuist IP LLC
AU	SPEECHQ FOR CARDIOLOGY	1262015	9/12/2008	REGISTERED	MedQuist IP LLC
AU	SPEECHQ FOR RADIOLOGY	1262017	9/12/2008	REGISTERED	MedQuist IP LLC
AU	SPEECHQ	1262025	9/12/2008	REGISTERED	MedQuist IP LLC
AU	SPEECH (stylized)	1262028	9/12/2008	REGISTERED	MedQuist IP LLC
AU	DOCQSCRIBE	1262026	9/12/2008	REGISTERED	MedQuist IP LLC
AU	PHYSASSIST IQ	1299156 (app. #)	5/14/09	PENDING Response Due 8/21/10	MedQuist IP LLC
AU	DOCQVOICE & Design	1299155 (app. #)	5/14/09	PENDING	MedQuist IP LLC
CA	DOCQROUTE*	TMA705,227	1/22/2008	REGISTERED	MedQuist IP Corporation
CA	DVI*	664524	5/17/2006	REGISTERED	Digital Voice Inc.
CA	DIGITAL VOICE INCORPORATED*	606677	3/30/2004	REGISTERED	Digital Voice Inc.
CA	MEDQUIST & Design*	645119	7/29/2005	REGISTERED	MedQuist IP Corporation
CA	DOCQMENT ENTERPRISE PLATFORM*	1,351,170 (app. #)	6/11/07	RESPONSE DUE 9/22/09 (Provide Certified Copy of US Reg. of 77/061,384 when it grants (0051867-000021))	MedQuist IP Corporation
CA	SPEECHQ FOR GENERAL MEDICINE	1,404,930 (app. #)	7/25/08	RESPONSE DUE 9/21/09 (Provide Certified Copy of US Reg. of 77/421,485 when it grants (0051867-000072))	MedQuist IP LLC
CA	SPEECHQ REPORT STATION	1,404,925 (app. #)	7/25/08	RESPONSE DUE 9/14/09 (Provide Certified Copy of US Reg. of 77/421,518 when it grants (0051867-000071))	MedQuist IP LLC
CA	SPEECHQ FOR CARDIOLOGY	1,404,924 (app. #)	7/25/08	RESPONSE DUE 9/21/09 (Provide Certified Copy of US Reg. of 77/421,474 when it grants (0051867-000073))	MedQuist IP LLC
CA	SPEECHQ FOR RADIOLOGY	1,404,931 (app. #)	7/25/08	Advertised	MedQuist IP LLC
CA	SPEECHQ	1,404,929 (app. #)	7/25/08	RESPONSE DUE 9/21/09 (Provide Certified Copy of	MedQuist IP LLC

				US Reg. of 77/421,540 when it grants (0051867- 000075)	
CA	SPEECH (stylized)	1,404,928 (app. #)	7/25/08	RESPONSE DUE 9/21/09 (Provide Certified Copy of US Reg. of 77/421,527 when it grants (0051867- 000077))	MedQuist IP LLC
CA	DOCQSCRIBE	1,404,927 (app. #)	7/25/08	PENDING	MedQuist IP LLC
CA	PHYSASSIST IQ	1,438,271 (app. #)	5/14/09	PENDING	MedQuist IP LLC
CA	DOCQVOICE & Design	1,438,273 (app. #)	5/14/09	PENDING	MedQuist IP LLC
DE	VOICEWRITER*	2913417	10/14/1996	REGISTERED	Lanier Worldwide, Inc.
EU	DVI*	1732742	7/16/2002	REGISTERED	Digital Voice Inc.
EU	MEDQUIST*	3238524	2/9/2005	REGISTERED	MedQuist IP Corporation
EU	DOCQMENT ENTERPRISE PLATFORM*	6011241	4/30/2008	REGISTERED	MedQuist IP Corporation
GB	DOCQROUTE*	879276	1/23/2006	REGISTERED	MedQuist IP Corporation
IE	VOICEWRITER*	B151089	10/9/1992	REGISTERED	Lanier Worldwide, Inc.
IN	MEDQUIST*	1209947	6/27/2006	REGISTERED	MedQuist IP Corporation
IN	DOCQMENT ENTERPRISE PLATFORM*	1579271 (app. #)	7/16/07	PENDING	MedQuist IP Corporation
PH	DOCQMENT ENTERPRISE PLATFORM*	4-2007- 007468 (app. #)	7/13/07	PENDING	MedQuist IP Corporation
US	VOICEWRITER	295,966	7/19/1932	REGISTERED	MedQuist IP LLC
US	DOCQMENT CODE ED PLUS	3,312,026	10/16/2007	REGISTERED	MedQuist IP LLC
US	MEDQUIST	2,371,334	7/25/2000	REGISTERED	MedQuist IP LLC
US	DATAMIC	1,818,404	1/25/1994	REGISTERED	MedQuist IP LLC
US	HEALTHCHECK	1,702,913	7/28/1992	REGISTERED	MedQuist IP LLC
US	DOCQROUTE	3,207,555	2/13/2007	REGISTERED	MedQuist IP LLC
US	DVI	2,546,322	3/12/2002	REGISTERED	MedQuist IP LLC
US	QTINUUM OF CARE	3,491,051	8/26/2008	REGISTERED	MedQuist IP LLC
US	MEDQUIST (Stylized)	2,915,575	1/4/2005	REGISTERED	MedQuist IP LLC
US	CODEASSIST	2,942,526	4/19/2005	REGISTERED	MedQuist IP LLC
US	MQCENTRAL	3,573,651	2/10/2009	REGISTERED	MedQuist IP LLC
US	DOCQSCRIBE	3,516,298	10/14/2008	REGISTERED	MedQuist IP LLC
US	SPEECHQ FOR RADIOLOGY	3,556,444	1/6/2009	REGISTERED	MedQuist IP LLC

US	DOCQMENT ENTERPRISE PLATFORM	3,641,670 (app. #)	12/11/06	REGISTERED Awaiting acceptance of sec. 7 re correction to client name	MedQuist IP LLC
US	INSPIRED LISTENING	3,614,294	5/5/2009	REGISTERED	MedQuist IP LLC
US	SPEECHQ REPORT STATION	77/421,518 (app. #)	3/13/08	PENDING notice of allowance issued; SOU or EOT due 1/13/10	MedQuist IP LLC
US	SPEECHQ FOR GENERAL MEDICINE	77/421,485 (app. #)	3/13/08	PENDING notice of allowance issued; SOU or EOT due 1/13/10	MedQuist IP LLC
US	SPEECHQ FOR CARDIOLOGY	77/421,474 (app. #)	3/13/08	PENDING notice of allowance issued; SOU or EOT due 1/13/10	MedQuist IP LLC
US	SPEECHQ	77/421,540 (app. #)	3/13/08	PENDING notice of allowance issued; SOU or EOT due 1/13/10	MedQuist IP LLC
US	SPEECHQ (Stylized)	77/421,527 (app. #)	3/13/08	PENDING notice of allowance issued; SOU or EOT due 1/13/10	MedQuist IP LLC
US	PHYSASSIST	77/727,211 (app. #)	5/1/09	OA response due 1/28/10	MedQuist IP LLC
US	DOCQVOICE & Design	77/727,085 (app. #)	5/1/09	OA response due 2/3/10	MedQuist IP LLC

#### **Trade Names**

None

#### **Common Law Trademarks**

None

#### **Trademarks Not Currently In Use**

Speech Q for General Medicine – CA, AU, US

SpeechQ for Cardiology – CA, AU

DocQment Code ED Plus – US

Codeassist - US

#### **Trademark Licenses**

None