

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
Veritext Corp.		07/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77956723	VERITEXT	
Serial Number:	77956750	VERITEXT EXHIBIT MANAGEMENT SOLUTION	
Serial Number:	77956735	VERITEXT NATIONAL DEPOSITION & LITIGATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-558-5600		
Email:	trademarksSF@winston.com		
Correspondent Name:	Kathy Homenda c/o Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	006737.00127		
NAME OF SUBMITTER:	Sandra L. Owen		

CH \$90.00 77956723

Signature:	//Sandra L. Owen//
Date:	07/07/2010
Total Attachments: 5 source=Veritext-Madison Security Agreement#page1.tif source=Veritext-Madison Security Agreement#page2.tif source=Veritext-Madison Security Agreement#page3.tif source=Veritext-Madison Security Agreement#page4.tif source=Veritext-Madison Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2010 (this "Trademark Security Agreement"), is made by Veritext Corp., a Delaware corporation (the "Grantor"), in favor of Madison Capital Funding LLC, as agent (together with its successor(s) thereto in such capacity, "Grantee") for the Lenders party to the Credit Agreement (as hereafter defined).

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Initial Borrower (as defined therein), Holdings (as defined therein) the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Grantee; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Grantee, Grantor has granted to Grantee, for the ratable benefit of the Lenders, a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties

for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Upon the occurrence of an event pursuant to the Credit Agreement or Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Grantee will, at the Grantor's sole expense, release all or such applicable portion of the Trademark Collateral held by the Grantee hereunder, and execute and deliver to the Grantor, at the Grantor's sole expense, such documents as the Grantor shall reasonably request to evidence such termination.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

VERITEXT CORP.

By: 

Name: Peter Coletto

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004238 FRAME: 0018

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____

Name:


Craig Lacy

Title:

Chief Credit Officer
Senior Managing Director


[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status	Next Action/ Comments
VERITEX T	Serial No. 77/956,723	Filing Date 3/11/2010	Int'l Cl. 45 – court reporting services	Veritext Corp.	Pending	In-Use Application: First use date is 1997
VERITEXT EXHIBIT MANAGE MENT SOLUTION	Serial No. 77/956,750	Filing Date 3/11/2010	Int'l Cl. 9 – computer software for managing exhibits during a deposition or other legal proceeding	Veritext Corp.	Pending	Intent-to-Use Application
	Serial No. 77/956,735	Filing Date 3/11/2010	Int'l Cl. 45 – court reporting services	Veritext Corp.	Pending	In-Use Application: First use date is 3/2007

TRADEMARK LICENSES

None.