

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
MedQuist IP LLC		10/14/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: 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:	3641670	DOCQMENT ENTERPRISE PLATFORM
Registration Number:	1702913	HEALTHCHECK
Registration Number:	3207555	DOCQROUTE
Registration Number:	2546322	DVI
Registration Number:	3491051	QTINUUM OF CARE
Registration Number:	2915575	MEDQUIST
Registration Number:	2942526	CODEASSIST
Registration Number:	3614294	INSPIRED LISTENING
Serial Number:	77421518	SPEECHQ REPORT STATION
Serial Number:	77421485	SPEECHQ FOR GENERAL MEDICINE

TRADEMARK

900176102

REEL: 004420 FRAME: 0338

CH \$565.00 0295966

Serial Number:	77421474	SPEECHQ FOR CARDIOLOGY
Registration Number:	3556444	SPEECHQ FOR RADIOLOGY
Serial Number:	77421540	SPEECHQ
Serial Number:	77421527	SPEECHQ
Serial Number:	77316761	MQCENTRAL
Registration Number:	3516298	DOCQSCRIBE
Serial Number:	77727211	PHYSASSIST IQ
Serial Number:	77727085	DOCQVOICE

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642-015009
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	11/23/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, CBaySystems Holdings Ltd., a company incorporated in the British Virgin Islands (“Holdings”), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all exclusive IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and exclusive IP Licenses subject to a security interest hereunder in each case in accordance with the Guaranty and Security Agreement and the Credit Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

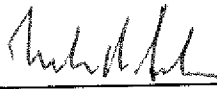
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

MEDQUIST IP LLC
as Grantor

By: 
Name:
Title: *President*

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.


Very truly yours,

MEDQUIST IP LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Brent Shepherd
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Trademark Security Agreement
Trademark Registrations

COUNTRY	MARK	APPLN NO.	FILED	REG. NO.	REG'D	OWNER	STATUS
US	VOICEWRITER	71/324,551	2/27/1932	295,966	7/19/1932	MedQuist IP LLC	REGISTERED
US	DOCQMENT CODE ED PLUS	78/854,491	4/5/2006	3,312,026	10/16/2007	MedQuist IP LLC	REGISTERED
US	MEDQUIST	75/821,496	10/8/1999	2,371,334	7/25/2000	MedQuist IP LLC	REGISTERED
US	DATAMIC	74/304,846	8/14/1992	1,818,404	1/25/1994	MedQuist IP LLC	REGISTERED
US	DOCQMENT ENTERPRISE PLATFORM	77/061,384	12/11/2006	3,641,670	6/23/2009	MedQuist IP LLC	REGISTERED awaiting acceptance of section 7 re correction to client name
US	HEALTHCHECK	74/119,941	12/3/1990	1,702,913	7/28/1992	MedQuist IP LLC	REGISTERED
US	DOCQRROUTE	78/675,994	7/22/2005	3,207,555	2/13/2007	MedQuist IP LLC	REGISTERED
US	DVI	76/081,251	6/30/2000	2,546,322	3/12/2002	MedQuist IP LLC	REGISTERED
US	QTINUUM OF CARE	77/051,890	11/28/2006	3,491,051	8/26/2008	MedQuist IP LLC	REGISTERED
US	MEDQUIST (Stylized)	76/477,873	12/24/2002	2,915,575	1/4/2005	MedQuist IP LLC	REGISTERED

US	CODEASSIST	76/429,700	7/12/2002	2,942,526	4/19/2005	MedQuist IP LLC	REGISTERED
US	INSPIRED LISTENING	77/049,752	11/22/2006	3,614,294	5/5/2009	MedQuist IP LLC	REGISTERED
US	SPEECH REPORT STATION	77/421,518	3/13/2008			MedQuist IP LLC	ALLOWED Statement of Use Due 7/13/2010
US	SPEECH FOR GENERAL MEDICINE	77/421,485	3/13/2008			MedQuist IP LLC	ALLOWED Statement of Use Due 7/13/2010
US	SPEECH FOR CARDIOLOGY	77/421,474	3/13/2008			MedQuist IP LLC	ALLOWED Statement of Use Due 7/13/2010
US	SPEECH FOR RADIOLOGY	77/421,457	3/13/2008	3,556,444	1/6/2009	MedQuist IP LLC	REGISTERED
US	SPEECHQ	77/421,540	3/13/2008			MedQuist IP LLC	Registered 4/6/10. Awaiting COR
US	SPEECHQ (Stylized)	77/421,527	3/13/2008			MedQuist IP LLC	Registered 4/27/10. Awaiting COR
US	MOCENTRAL	77/316,761	10/30/2007	3,573,651	2/10/2009	MedQuist IP LLC	REGISTERED
US	DOCQSCRIBE	77/427,946	3/20/2008	3,516,298	10/14/2008	MedQuist IP LLC	REGISTERED
US	PHYSASSIST	77/727,211	5/1/2009			MedQuist IP LLC	SUSPENDED 03/14/2010 Pending Disposition of Cancellation No(s). 92052006 Due Dilig. Ck. 05/28/2010
US	DOCQVOICE & Design	77/727,085	5/1/2009			MedQuist IP LLC	Published 4/13/10. Due Dilig. Ck. 5/31/10