

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks																																							
CONVEYING PARTY DATA																																								
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CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: robert.wise@skadden.com
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Address Line 2: Elaine Ziff
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/166
NAME OF SUBMITTER:	elaine d. ziff
Signature:	/eziff/
Date:	03/14/2011

Total Attachments: 10
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Notice of Grant of Security Interest in Trademarks

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 27, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Grant") among FTI CONSULTING, INC., a Maryland corporation ("Consulting"), FTI TECHNOLOGY LLC, a Maryland limited liability company ("Technology"), ATTENEX CORPORATION, a Washington corporation ("Attenex") and FD U.S. COMMUNICATIONS, INC., a New York corporation ("Communications", and together with Consulting, Technology and Attenex, the "Pledgors" and each, a "Pledgor"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Secured Obligations (as defined in the Security Agreement defined below).

WHEREAS, FTI Consulting, Inc., a Maryland corporation (the "Borrower"), has, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (as amended, modified, supplemented and extended from time to time, the "Credit Agreement") dated as of September 27, 2010, among the Borrower, the Guarantors identified therein, the Lenders identified therein, JPMorgan Chase Bank, N.A., as L/C Issuer and Bank of America, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender;

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Grant;

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Pledgor pledged and granted to the Administrative Agent for the benefit of the holders of the Secured Obligations, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under certain property, including Trademark Collateral (as defined below).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor hereby agrees as follows:

SECTION 1. Definitions.

(v) Capitalized terms used herein and defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

(vi) As used herein, the following terms shall have the meanings set forth below:

"Secured Obligations" means, without duplication, (a) all of the Obligations and (b) all costs and expenses incurred in connection with enforcement and collection of the Obligations, including Attorney Costs.

“Trademark License” means any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 6.17 (as such schedule may be amended or supplemented from time to time) to the Credit Agreement.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 6.17 (as such schedule may be amended or supplemented from time to time) to the Credit Agreement, and (b) all renewals thereof.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York, provided, that if by reason of any mandatory choice of law provisions governing the perfection or the effect of perfection or non-perfection of the security interests granted herein, the perfection or the effect of perfection or non-perfection of such security interests is governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than the State of New York, UCC shall mean the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the perfection or effect of perfection or non-perfection.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Pledgor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (other than (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Pledgor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any IP Rights, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by a Pledgor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law)) (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including those listed on Schedule A hereto;

[Notice of Grant of Security Interest in Trademarks]

(b) all Trademark Licenses of such Pledgor; and

(c) to the extent not otherwise included, all Accessions and all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security for Obligations. The grant of a lien on and security interest in, the Trademark Collateral by each Pledgor under this Trademark Grant secures the payment in full and performance of all the Secured Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Grant in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 5. Execution in Counterparts. This Trademark Grant may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Trademark Grant to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Grant by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Grant.

SECTION 6. Grants, Rights and Remedies. This Trademark Grant has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement this Trademark Grant shall terminate. Upon termination of this Trademark Grant, the Trademark Collateral shall be released from lien and security interest pledged and granted herein.

SECTION 8. Governing Law. This Trademark Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

FTI CONSULTING, INC.,
a Maryland corporation

By: EB Miller
Name: Eric B. Miller
Title: Executive Vice President, General Counsel and
Chief Ethics Officer

616917

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004497 FRAME: 0775

ATTENEX CORPORATION,
a Washington corporation

By: 

Name: Eric B. Miller

Title: Senior Vice President

616917

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004497 FRAME: 0776

FD U.S. COMMUNICATIONS, INC.,
a New York corporation

By: EB Miller
Name: Eric B. Miller
Title: Senior Vice President

616917

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004497 FRAME: 0777

FTI TECHNOLOGY LLC,
a Maryland limited liability corporation

By: EB Miller
Name: Eric B. Miller
Title: Senior Vice President

616917

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004497 FRAME: 0778

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Administrative Agent

By: 

Name:

Roberto Salazar

Title:

Assistant Vice President

[Notice of Grant of Security Interest in Trademarks]

616917

TRADEMARK
REEL: 004497 FRAME: 0779

Schedule A to Trademark Grant
U.S. Trademark Registrations and Applications

No.	Trademark Description	Registration No.	Date	Owner
1.	ATTENEX and Design	3,028,952	112/13/05	Assignor: Attenex Corporation Assignee: Bank of America, N.A., as Administrative Agent
2.	ATTENEX	2,766,309	9/23/03	Assignor: Attenex Corporation Assignee: Bank of America, N.A., as Administrative Agent
3.	ATTENEX	3,422,071	5/6/08	Assignor: Attenex Corporation Assignee: Bank of America, N.A., as Administrative Agent
4.	PATTERNS	2,738,765	7/15/03	Assignor: Attenex Corporation Assignee: Bank of America, N.A., as Administrative Agent
5.	Community Power Alliance	3,361,117	12/25/07	Assignor: FD U.S. Communications, Inc. Assignee: FTI Consulting, Inc.
6.	Compass Lexecon and Design	3,745,115	2/2/10	FTI Consulting, Inc.
7.	Compass Lexecon Block Letters	3,747,282	2/9/10	FTI Consulting, Inc.
8.	FD Kinesis and Design	3,796,542	6/1/10	FTI Consulting, Inc.
9.	FD Kinesis Block Letters	3,796,541	6/1/10	FTI Consulting, Inc.
10.	FTI	2,779,050	2/8/02	Assignee: Bank of America, N.A. as Administrative Agent Assignor: FTI Consulting, Inc.
11.	FTI	1,415,368	10/28/86	Assignee: Bank of America, N.A. as Administrative Agent Assignor: FTI Consulting, Inc.
12.	FTI Block Letters	77-310,755 (serial no.)	10/23/07	FTI Consulting, Inc.
13.	FTI CONSULTING Block Letters	77-310,769 (serial no.)	10/23/07	FTI Consulting, Inc.
14.	FTI Palladium Partners Block Letters	3,538,595	11/25/08	Assignee: Bank of America, N.A. as Administrative Agent Assignor: FTI Consulting, Inc.
15.	FTI Transparency Report	77-678,284 (serial no.)	2/25/09	FTI Consulting, Inc.
16.	Protrack Block Letters	85-059,169 (serial no.)	6/10/10	FTI Consulting, Inc.

No.	Trademark Description	Registration No.	Date	Owner
17.	Protrend Block Letters	85-059,186 (serial no.)	6/10/10	FTI Consulting, Inc.
18.	Quickcull Block Letters	3,784,509	5/4/10	FTI Consulting, Inc.
19.	Quickcull Block Letters	3,551,019	12/23/08	FTI Consulting, Inc.
20.	R RTI and Design	3,019,282	11/29/05	Assignee: RTI Group, LLC Assignor: FTI Consulting, Inc. a/k/a FTI , Consulting
21.	The Company Behind The Headlines Block Letters	77-310,772 (serial no.)	10/23/07	FTI Consulting, Inc.
22.	Trialmax	2,438,462	3/27/01	Assignee: Bank of America, N.A. as Administrative Agent Assignor: FTI Consulting, Inc. a/k/a FTI , Consulting
23.	When The Game Changes	77-310,774 (serial no.)	10/23/07	FTI Consulting, Inc.
24.	Acuity Block Letters	77-922,838 (serial no.)	1/28/10	FTI Technology LLC
25.	Ringtail Block Letters	77-832,749 (serial no.)	9/23/09	FTI Technology LLC
26.	Ringtail	2,763,168	9/16/03	FTI Technology LLC
27.	DESIGN ONLY	2,763,167	9/16/03	FTI Technology LLC
28.	Strategic Discovery	3,128,511	5/26/05	FTI Technology LLC