

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MModal IP LLC	FORMERLY MedQuist IP LLC	01/25/2012	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: 31

Property Type	Number	Word Mark
Registration Number:	0295966	VOICEWRITER
Registration Number:	1702913	HEALTHCHECK
Registration Number:	1818404	DATAMIC
Registration Number:	2371334	MEDQUIST
Registration Number:	2546322	DVI
Registration Number:	2942526	CODEASSIST
Registration Number:	2915575	MEDQUIST
Registration Number:	3614294	INSPIRED LISTENING
Registration Number:	3491051	QTINUUM OF CARE
Registration Number:	3641670	DOCQMENT ENTERPRISE PLATFORM
Registration Number:	3573651	MQCENTRAL
Registration Number:	3556444	SPEECHQ FOR RADIOLOGY
Serial Number:	77421474	SPEECHQ FOR CARDIOLOGY
Serial Number:	77421485	SPEECHQ FOR GENERAL MEDICINE

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TRADEMARK

Registration Number:	3848244	SPEECHQ REPORT STATION
Registration Number:	3778685	SPEECHQ
Registration Number:	3772280	SPEECHQ
Registration Number:	3516298	DOCQSCRIBE
Registration Number:	3809205	DOCQVOICE
Serial Number:	77727211	PHYSASSIST IQ
Registration Number:	3207555	DOCQROUTE
Registration Number:	3312026	DOCQMENT CODE ED PLUS
Registration Number:	1883084	HEALTHSCRIBE
Registration Number:	2537211	PRACTICE ANYWHERE
Registration Number:	2444223	S SCRIBES ONLINE
Registration Number:	2471716	HEALTHSCRIBE
Serial Number:	77004660	PRINCIPLE
Registration Number:	3352982	CLARITY
Registration Number:	3740606	FOLLOW THE SUN
Serial Number:	77424957	TRUE SCORING
Registration Number:	3101538	SPHERIS

CORRESPONDENCE DATA

Fax Number: (404)572-5135
Phone: 404-572-3458
Email: slake@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	02/01/2012

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated January 25, 2012, executed by MModal IP LLC, a Delaware limited liability company (formerly known as MedQuist IP LLC, a Delaware limited liability company) ("Grantor"), in favor of General Electric Capital Corporation, as administrative agent ("Administrative Agent"), on its behalf and on behalf of the Lenders signatory thereto (the "Lenders") from time to time party to the Credit Agreement, dated as of October 1, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, Holdings, the Lenders signatory thereto from time to time and the Administrative Agent. Capitalized terms used in this Amendment shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Administrative Agent, have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of October 14, 2010 ("Guaranty and Security Agreement"), Grantor has granted to Administrative Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral, including, without limitation, (a) all of Grantor's Trademarks, whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; and (b) all products and proceeds any of the foregoing, as security for all of the Obligations;

WHEREAS, Grantor has entered into a Trademark Security Agreement with the Lenders and Administrative Agent, dated as of October 14, 2010, recorded in the United States Patent and Trademark Office on November 23, 2010 on Reel 4420, Frame 0338 (the "Agreement"); and

WHEREAS, Administrative Agent, Lenders, and Grantor wish to amend the Agreement on the terms more fully set forth herein;

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

1. Amendments to Agreement. Effective as of the date hereof, the Agreement is hereby amended as follows:

1.1 By amending the name of Grantor from MedQuist IP LLC, a Delaware

limited liability company, to MModal IP LLC, a Delaware limited liability company.

1.2 By replacing Schedule I of the Agreement in its entirety with the Schedule I attached to this Amendment.

2. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Agreement.

3. Entire Agreement. This Amendment and the Agreement, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.


4. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts and may be delivered by telecopier. Each counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

MMODAL IP LLC,
a Delaware limited liability company

By: 
Name: MARK R. SULLIVAN
Title: PRESIDENT

[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (MMODAL IP)]

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent .

By: 
Name: _____
Title: **Kevin Blitz**
Duly Authorized Signatory

[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (MMODAL IP)]

TRADEMARK
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SCHEDULE I

1	Serial #: <u>71324551</u> Mark: VOICEWRITER	Filing Dt: 02/27/1932	Reg #: <u>295966</u>	Reg. Dt: 07/19/1932
2	Serial #: <u>74119941</u> Mark: HEALTHCHECK	Filing Dt: 12/03/1990	Reg #: <u>1702913</u>	Reg. Dt: 07/28/1992
3	Serial #: <u>74304846</u> Mark: DATAMIC	Filing Dt: 08/14/1992	Reg #: <u>1818404</u>	Reg. Dt: 01/25/1994
4	Serial #: <u>75821496</u> Mark: MEDQUIST	Filing Dt: 10/08/1999	Reg #: <u>2371334</u>	Reg. Dt: 07/25/2000
5	Serial #: <u>76081251</u> Mark: DVI	Filing Dt: 06/30/2000	Reg #: <u>2546322</u>	Reg. Dt: 03/12/2002
6	Serial #: <u>76429700</u> Mark: CODEASSIST	Filing Dt: 07/12/2002	Reg #: <u>2942526</u>	Reg. Dt: 04/19/2005
7	Serial #: <u>76477873</u> Mark: MEDQUIST	Filing Dt: 12/24/2002	Reg #: <u>2915575</u>	Reg. Dt: 01/04/2005
8	Serial #: <u>77049752</u> Mark: INSPIRED LISTENING	Filing Dt: 11/22/2006	Reg #: <u>3614294</u>	Reg. Dt: 05/05/2009
9	Serial #: <u>77051890</u> Mark: QTINUUM OF CARE	Filing Dt: 11/28/2006	Reg #: <u>3491051</u>	Reg. Dt: 08/26/2008
10	Serial #: <u>77061384</u> Mark: DOCQMENT ENTERPRISE PLATFORM	Filing Dt: 12/11/2006	Reg #: <u>3641670</u>	Reg. Dt: 06/23/2009
11	Serial #: <u>77316761</u> Mark: MQCENTRAL	Filing Dt: 10/30/2007	Reg #: <u>3573651</u>	Reg. Dt: 02/10/2009
12	Serial #: <u>77421457</u> Mark: SPEECHQ FOR RADIOLOGY	Filing Dt: 03/13/2008	Reg #: <u>3556444</u>	Reg. Dt: 01/06/2009
13	Serial #: <u>77421474</u> Mark: SPEECHQ FOR RADIOLOGY	Filing Dt: 03/13/2008	Reg #: NONE	Reg. Dt:
14	Serial #: <u>77421485</u> Mark: SPEECHQ FOR GENERAL MEDICINE	Filing Dt: 03/13/2008	Reg #: NONE	Reg. Dt:
15	Serial #: <u>77421518</u> Mark: SPEECHQ REPORT STATION	Filing Dt: 03/13/2008	Reg #: <u>3848244</u>	Reg. Dt: 09/14/2010
16	Serial #: <u>77421527</u> Mark: SPEECHQ	Filing Dt: 03/13/2008	Reg #: <u>3778685</u>	Reg. Dt: 04/20/2010
17	Serial #: <u>77421540</u> Mark: SPEECHQ	Filing Dt: 03/13/2008	Reg #: <u>3772280</u>	Reg. Dt: 04/06/2010

18	Serial #: <u>77427946</u> Mark: DOCQSCRIBE	Filing Dt: 03/20/2008	Reg #: <u>3516298</u>	Reg. Dt: 10/14/2008
19	Serial #: <u>77727085</u> Mark: DOCQVOICE	Filing Dt: 05/01/2009	Reg #: <u>3809205</u>	Reg. Dt: 06/29/2010
20	Serial #: <u>77727211</u> Mark: PHYSASSIST IQ	Filing Dt: 05/01/2009	Reg #: NONE	Reg. Dt:
21	Serial #: <u>78675994</u> Mark: DOCROUTE	Filing Dt: 07/22/2005	Reg #: <u>3207555</u>	Reg. Dt: 02/13/2007
22	Serial #: <u>78854491</u> Mark: DOCQMENT CODE ED PLUS	Filing Dt: 04/05/2006	Reg #: <u>3312026</u>	Reg. Dt: 10/16/2007
23	Serial #: <u>74152488</u> Mark: HEALTHSCRIBE	Filing Dt: 03/28/1991	Reg #: <u>1883084</u>	Reg. Dt: 03/07/1995
24	Serial #: <u>75891328</u> Mark: PRACTICE ANYWHERE	Filing Dt: 01/07/2000	Reg #: <u>2537211</u>	Reg. Dt: 02/05/2002
25	Serial #: <u>75892038</u> Mark: S SCRIBES ONLINE	Filing Dt: 01/07/2000	Reg #: <u>2444223</u>	Reg. Dt: 04/17/2001
26	Serial #: <u>76105599</u> Mark: HEALTHSCRIBE	Filing Dt: 08/09/2000	Reg #: <u>2471716</u>	Reg. Dt: 07/24/2001
27	Serial #: <u>77004660</u> Mark: PRINCIPLE	Filing Dt: 09/21/2006	Reg #: NONE	Reg. Dt:
28	Serial #: <u>77004664</u> Mark: CLARITY	Filing Dt: 09/21/2006	Reg #: <u>3352982</u>	Reg. Dt: 12/11/2007
29	Serial #: <u>77424952</u> Mark: FOLLOW THE SUN	Filing Dt: 03/18/2008	Reg #: <u>3740606</u>	Reg. Dt: 01/19/2010
30	Serial #: <u>77424957</u> Mark: TRUE SCORING	Filing Dt: 03/18/2008	Reg #: NONE	Reg. Dt:
31	Serial #: <u>78301822</u> Mark: SPHERIS	Filing Dt: 09/17/2003	Reg #: <u>3101538</u>	Reg. Dt: 06/06/2006