

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
MModal IP LLC		08/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
Multimodal Technologies, LLC		08/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
Poiesis Infomatics Inc.		08/17/2012	CORPORATION: DELAWARE
MModal CB Inc.		08/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto, Ontario
State/Country:	ONTARIO
Postal Code:	M5H 1C4
Entity Type:	Canadian Bank: CANADA

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	3103075	
Registration Number:	3424023	ALWAYS UNDERSTANDING
Registration Number:	3419722	ANYMODAL
Registration Number:	4114805	CATALYST
Registration Number:	2908514	CBAY
Registration Number:	2932843	CBAYFLO
Registration Number:	2917244	CBAYSCRIBE
Registration Number:	3889991	CBAYSYSTEMS
Registration Number:	3890001	CBAYSYSTEMS
Registration Number:	3352982	CLARITY

OP \$1765.00 3103075

Registration Number:	2942526	CODEASSIST
Registration Number:	3966297	CODERUNNER
Registration Number:	1818404	DATAMIC
Registration Number:	3312026	DOCQMENT CODE ED PLUS
Registration Number:	3641670	DOCQMENT ENTERPRISE PLATFORM
Registration Number:	3207555	DOCQROUTE
Registration Number:	3516298	DOCQSCRIBE
Registration Number:	3809205	DOCQVOICE
Registration Number:	2546322	DVI
Registration Number:	3740606	FOLLOW THE SUN
Registration Number:	1702913	HEALTHCHECK
Registration Number:	1883084	HEALTHSCRIBE
Registration Number:	3614294	INSPIRED LISTENING
Registration Number:	2371334	MEDQUIST
Registration Number:	2915575	MEDQUIST
Registration Number:	3573651	MQCENTRAL
Registration Number:	3491051	QTINUUM OF CARE
Registration Number:	3772280	SPEECHQ
Registration Number:	3778685	SPEECHQ
Registration Number:	3556444	SPEECHQ FOR RADIOLOGY
Registration Number:	3848244	SPEECHQ REPORT STATION
Registration Number:	3101538	SPHERIS
Registration Number:	3053403	TRANSFORMING THE WORLD OF TRANSCRIPTION
Registration Number:	0295966	VOICEWRITER
Registration Number:	3893176	WORLDCLASS ADVANTAGE
Serial Number:	85522643	
Serial Number:	85522651	
Serial Number:	85358220	DOCQDIRECT
Serial Number:	85358228	DOCQLYTICS
Serial Number:	85358167	DOCQMENT CAA
Serial Number:	85358142	DOCQMENT CAC
Serial Number:	85358159	DOCQMENT CDI
Serial Number:	85358130	DOCQMENT EP
Serial Number:	85358211	DOCQMENT MYWAY
Serial Number:	85389602	FLUENCY

	85522620	M MODAL COLLABORATIVE INTELLIGENCE
Serial Number:	85522629	M*MODAL
Serial Number:	85649355	M*MODAL CATALYST
Serial Number:	85649374	M*MODAL CATALYST FOR CODING
Serial Number:	85649369	M*MODAL CATALYST FOR RADIOLOGY
Serial Number:	85649364	M*MODAL CATALYST FOR QUALITY
Serial Number:	85619083	M*MODAL FLUENCY
Serial Number:	85619092	M*MODAL FLUENCY DIRECT
Serial Number:	85619115	M*MODAL FLUENCY DISPATCH
Serial Number:	85619104	M*MODAL FLUENCY EDITOR
Serial Number:	85619107	M*MODAL FLUENCY ESIGNATURE
Serial Number:	85619110	M*MODAL FLUENCY FLEX
Serial Number:	85619133	M*MODAL FLUENCY FOR CODING
Serial Number:	85619131	M*MODAL FLUENCY FOR IMAGING
Serial Number:	85619127	M*MODAL FLUENCY FOR PRACTICES
Serial Number:	85619097	M*MODAL FLUENCY FOR TRANSCRIPTION
Serial Number:	85619123	M*MODAL FLUENCY LINK
Serial Number:	85619089	M*MODAL FLUENCY MOBILE
Serial Number:	85619121	M*MODAL FLUENCY REPORT PORTAL
Serial Number:	85619099	M*MODAL FLUENCY VOICE CAPTURE
Serial Number:	85619137	M*MODAL FLUENCY WORKFLOW MANAGER
Serial Number:	85358238	MEDQUIST DOCQCODE
Serial Number:	85358202	MEDQUIST DOCQMANAGE
Serial Number:	77727211	PHYSASSIST IQ
Serial Number:	85344696	QTINUUM

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

DOMESTIC REPRESENTATIVE

TRADEMARK
REEL: 004847 FRAME: 0181

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	08/21/2012

Total Attachments: 12

source=FILE SECOND Trademark Security Agreement#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MModai IP LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Delaware LLC
- Association
- Limited Partnership

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/17/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada, as Administrative Agent

Street Address: 20 King Street West, 4th Floor

City: Toronto, Ontario

State: _____

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Canadian Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

SEE SCHEDULE I

SEE SCHEDULE I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

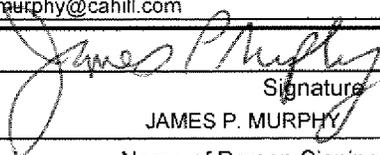
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
JAMES P. MURPHY
Name of Person Signing

August 17, 2012

Date

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Multimodal Technologies, LLC
Delaware LLC
Citizenship – US – DE

Poiesis Infomatics Inc.
Delaware Corporation
Citizenship – US – DE

MModal CB Inc.
Delaware Corporation
Citizenship – US – DE

Trademark Security Agreement

Trademark Security Agreement, dated as of August 17, 2012, by MMODAL IP LLC, MULTIMODAL TECHNOLOGIES, LLC, POIESIS INFORMATICS, INC. and MMODAL CB INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of ROYAL BANK OF CANADA, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, 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 Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge,

and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

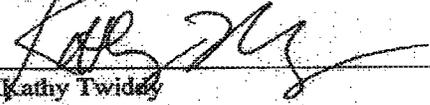
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,

MMODAL IP LLC

By: 
Name: Kathy Twidley
Title: President

MULTIMODAL TECHNOLOGIES, LLC

By: _____
Name: Russ Adkins
Title: Secretary

POIESIS INFORMATICS, INC.

By: _____
Name: Russ Adkins
Title: Secretary

[Trademark Security Agreement]

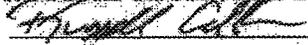
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MMODAL IP LLC

By: _____
Name: Kathy Twiddy
Title: President

MULTIMODAL TECHNOLOGIES, LLC

By:  _____
Name: Russ Adkins
Title: Secretary

POIESIS INFORMATICS, INC.

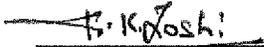
By:  _____
Name: Russ Adkins
Title: Secretary

[Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor 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,

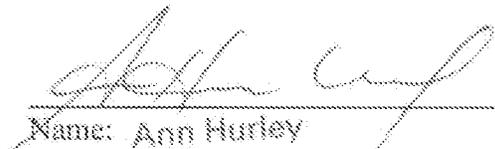
MMODAL CB INC.

By: 
Name: Kashyap Joshi
Title: Vice President - Finance

AGREED TO AND ACCEPTED:

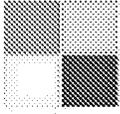
ROYAL BANK OF CANADA,
as Administrative Agent

By:


Name: Ann Hurley
Title: Manager, Agency

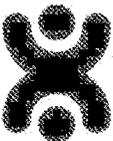
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

MARK	APP #	FILED	REG #	ISSUED	OWNER	STATUS
	78/438,820	6/21/2001	3,103,075	6/13/2006	MModal CB Inc.	Registered
ALWAYS UNDERSTANDING	78/345,224	12/23/2003	3,424,023	5/6/2008	Multimodal Technologies, LLC	Registered
ANYMODAL	78/345,183	12/23/2003	3,419,722	4/29/2008	Multimodal Technologies, LLC	Registered
CATALYST	85/389,579	8/4/2011	4,114,805	3/20/2012	Poiesis Informatics, Inc.	Registered
CBAY	78/294,066	8/29/2003	2,908,514	12/7/2004	MModal CB Inc.	Registered
CBAYFLO	78/294,080	8/29/2003	2,932,843	3/15/2005	MModal CB Inc.	Registered
CBAYSCRIBE	78/267,624	6/26/2003	2,917,244	1/11/2005	MModal CB Inc.	Registered
CBAYSYSTEMS	85/024,291	4/27/2010	3,889,991	12/14/2010	MModal CB Inc.	Registered
CBAYSYSTEMS	85/024,423	4/27/2010	3,890,001	12/14/2010	MModal CB Inc.	Registered
CLARITY	77/004,664	9/21/2006	3,352,982	12/11/2007	MModal IP LLC	Registered
CODEASSIST	76/429,700	7/12/2002	2,942,526	4/19/2005	MModal IP LLC	Registered
CODERUNNER	85/148,113	10/8/2010	3,966,297	5/24/2011	MModal IP LLC	Registered
DATAMIC	74/304,846	8/14/1992	1,818,404	1/25/1994	MModal IP LLC	Registered
DOCQMENT CODE ED PLUS	78/854,491	4/5/2006	3,312,026	10/16/2007	MModal IP LLC	Registered
DOCQMENT ENTERPRISE PLATFORM	77/061,384	12/11/2006	3,641,670	6/23/2009	MModal IP LLC	Registered
DOCQROUTE	78/675,994	7/22/2005	3,207,555	2/13/2007	MModal IP LLC	Registered
DOCQSCRIBE	77/427,946	3/20/2008	3,516,298	10/14/2008	MModal IP LLC	Registered
DOCQVOICE	77/727,085	5/1/2009	3,809,205	6/29/2010	MModal IP LLC	Registered
DVI	76/081,251	6/30/2000	2,546,322	3/12/2002	MModal IP LLC	Registered
FOLLOW THE SUN	77/424,952	3/18/2008	3,740,606	1/19/2010	MModal IP LLC	Registered

MARK	APP #	FILED	REG #	ISSUED	OWNER	STATUS
HEALTHCHECK	74/119,941	12/3/1990	1,702,913	7/28/1992	MModal IP LLC	Registered
HEALTHSCRIBE	74/152,488	3/28/1991	1,883,084	3/7/1995	MModal IP LLC	Registered
INSPIRED LISTENING	77/049,752	11/22/2006	3,614,294	5/5/2009	MModal IP LLC	Registered
MEDQUIST	75/821,496	10/8/1999	2,371,334	7/25/2000	MModal IP LLC	Registered
MEDQUIST (Stylized)	76/477,873	12/24/2002	2,915,575	1/4/2005	MModal IP LLC	Registered
MQCENTRAL	77/316,761	10/30/2007	3,573,651	2/10/2009	MModal IP LLC	Registered
QTINUUM OF CARE	77/051,890	11/28/2006	3,491,051	8/26/2008	MModal IP LLC	Registered
SPEECHQ	77/421,540	3/13/2008	3,772,280	4/6/2010	MModal IP LLC	Registered
SPEECHQ (Stylized)	77/421,527	3/13/2008	3,778,685	4/20/2010	MModal IP LLC	Registered
SPEECHQ FOR RADIOLOGY	77/421,457	3/13/2008	3,556,444	1/6/2009	MModal IP LLC	Registered
SPEECHQ REPORT STATION	77/421,518	3/13/2008	3,848,244	9/14/2010	MModal IP LLC	Registered
SPHERIS	78/301,822	9/17/2003	3,101,538	6/6/2006	MModal IP LLC	Registered
TRANSFORMING THE WORLD OF TRANSCRIPTION	78/438,750	6/21/2004	3,053,403	1/31/2006	MModal CB Inc.	Registered
VOICEWRITER	71/324,551	2/27/1932	0,295,966	7/19/1932	MModal IP LLC	Registered
WORLDCLASS ADVANTAGE	85/024,322	4/27/2010	3,893,176	12/21/2010	MModal CB Inc.	Registered

Trademark Applications:

MARK	APP #	FILED	REG #	ISSUED	OWNER	STATUS
	85/522,643	1/23/2012	N/A	N/A	MModal IP LLC	Pending
	85/522,651	1/23/2012	N/A	N/A	MModal IP LLC	Pending
DOCQDIRECT	85/358,220	6/28/2011	N/A	N/A	MModal IP LLC	Pending
DOCQLYTICS	85/358,228	6/28/2011	N/A	N/A	MModal IP LLC	Pending
DOCQMENT CAA	85/358,167	6/28/2011	N/A	N/A	MModal IP LLC	Pending
DOCQMENT CAC	85/358,142	6/28/2011	N/A	N/A	MedQuist IP LLC	Pending
DOCQMENT CDI	85/358,159	6/28/2011	N/A	N/A	MModal IP LLC	Pending

MARK	APP #	FILED	REG #	ISSUED	OWNER	STATUS
DOCQMENT EP	85/358,130	6/28/2011	N/A	N/A	MedQuist IP LLC	Pending
DOCQMENT MYWAY	85/358,211	6/28/2011	N/A	N/A	MModal IP LLC	Pending
FLUENCY	85/389,602	8/4/2011	N/A	N/A	Poiesis Informatics, Inc.	Pending
M MODAL COLLABORATIVE INTELLIGENCE AND DESIGN	85/522,620	1/23/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL	85/522,629	1/23/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL CATALYST	85/649,355	6/12/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL CATALYST FOR CODING	85/649,374	6/12/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL CATALYST FOR RADIOLOGY	85/649,369	6/12/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL CATALYST FOR QUALITY	85/649,364	6/12/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY	85/619,083	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY DIRECT	85/619,092	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY DISPATCH	85/619,115	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY EDITOR	85/619,104	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY ESIGNATURE	85/619,107	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY FLEX	85/619,110	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY FOR CODING	85/619,133	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY FOR IMAGING	85/619,131	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY FOR PRACTICES	85/619,127	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY FOR TRANSCRIPTION	85/619,097	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY LINK	85/619,123	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY MOBILE	85/619,089	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY REPORT PORTAL	85/619,121	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY VOICE CAPTURE	85/619,099	5/8/2012	N/A	N/A	MModal IP LLC	Pending
M*MODAL FLUENCY WORKFLOW MANAGER	85/619,137	5/8/2012	N/A	N/A	MModal IP LLC	Pending
MEDQUIST DOCQCODE	85/358,238	6/28/2011	N/A	N/A	MModal IP LLC	Pending
MEDQUIST DOCQMANAGE	85/358,202	6/28/2011	N/A	N/A	MModal IP LLC	Pending

MARK	APP #	FILED	REG #	ISSUED	OWNER	STATUS
PHYSASSIST IQ	77/727,211	5/1/2009	N/A	N/A	MModal IP LLC	Pending
QTINUUM	85/344,696	6/13/2011	N/A	N/A	MModal IP LLC	Pending