## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Second Lien Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bayside Gallo Recovery, LLC, as Administrative Agent		110/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Esquire Deposition Solutions, LLC	
Street Address:	101 Marietta Street	
Internal Address:	2700 Centennial Tower	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30303	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3450122	VERDICAL
Registration Number:	3284527	SANCTION
Registration Number:	3284526	VERDICT SYSTEMS
Registration Number:	3686462	SANCTION SOLUTIONS

## **CORRESPONDENCE DATA**

**Fax Number**: 3367235181

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

via US Mail.

Phone: 336-723-5180

Email: jarcher@ennsandarcher.com

Correspondent Name: Julia C. Archer
Address Line 1: 939 Burke Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER: ESQUIRE LIEN RELEASE 2

TRADEMARK
REEL: 004903 FRAME: 0967

15.00 3450122

900239114

NAME OF SUBMITTER:	Julia C. Archer
Signature:	/jarcher/
Date:	11/19/2012
Total Attachments: 4 source=Esquire Release of Second Lien#page1.tif source=Esquire Release of Second Lien#page2.tif source=Esquire Release of Second Lien#page3.tif source=Esquire Release of Second Lien#page4.tif	

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (under Second Lien Credit Agreement)

Whereas, Esquire Deposition Solutions, LLC, formerly known as Bayside Gallo Acquisition, LLC ("Borrower") and Bayside Gallo Recovery, LLC ("Agent") executed an Intellectual Property Security Agreement dated November 23, 2011 ("Security Agreement"); and

Whereas, the Security Agreement was entered into pursuant to a Second Lien Credit Agreement dated November 23, 2011 ("Credit Agreement") by and between Borrower, certain lenders as named therein ("Lenders"), and Agent as administrative agent for the Lenders; and

Whereas, pursuant to the Security Agreement, Borrower granted to Agent, for the benefit of itself and the Lenders, a security interest in, among other assets, the registered trademarks listed on Exhibit A hereto ("the Marks"); and

Whereas, all obligations of Borrower secured by the Security Agreement were fully released and discharged as of no later than June 1, 2012 ("the Effective Date"); and

Whereas, Agent, for the benefit of itself and the Lenders, has agreed to terminate and release its security interest and all right, title and interest in each of the Marks, and acknowledges that such termination is appropriate pursuant to Section 13 of the Security Agreement;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- 1. Release and Assignment. Agent, for the benefit of itself and the Lenders, hereby terminates and releases its security interest in and first priority lien on all of the Marks, and hereby assigns and transfers to Borrower, without recourse, all right, title and interest in and to each of the Marks, including all registrations thereof in any jurisdiction and all related goodwill, effective as of the Effective Date.
- 2. Acknowledgment and Acceptance. Borrower hereby acknowledges and accepts the foregoing release and assignment by Agent, for the benefit of itself and the Lenders.
- 3. Governing Law. This Release shall be construed in accordance with, and this Release and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Release shall be governed by, the law of the State of New York.
- **4. Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement. Transmission of electronic images of signed counterparts shall have the same effect as delivery of signed paper originals.

[Signatures appear on following page.]

BAYSIDE GALLO RECOVERY, LLC ("Agent")  By And Alexander	ESQUIRE DEPOSITION SOLUTIONS, LLC, f/k/a BAYSIDE GALLO ACQUISITION, LLC ("Borrower")	JAMES C. ADKINS NOISY PLAK: mnorwealth of Measachusetts itssion Expine September 28, 2018
Printed Name	( )	3 5
Andriad Synthy	JOSEAH Coccins	<b>₹</b>
$\frac{10 / 73 / 2017}{\text{Date}}$	Printed Name Chief Adacus Labre OFFE Little OFFE	
	Dute underligned notary public personality of the proved to me through satisfactory exceptions, which were	vidence of
STATE OF Florida	to be the person whose name is suppreceding or attached document	
COUNTY OF Miami - Dade	(official signature and seaf of notary	1/28/18
name is subscribed to the within instrument, and says that he she is an authorized signed and acknowledged to me that he she executed	hally known to me to be the person whose and who, being by me duly swom, deposes up of BAYSIDE GALLO RECOVERY, LTC, define same in his/her authorized capacity, and elentity on behalf of which the person acted is	<del></del>

WITNESS my hand and official seal.



State Villaman
Notas Public in and for said County and
State

My Commission Papires May 24, 2014

# EXHIBIT A

# Marks

Trademark	U.S. Registration Number
VERDICAL	3450122
SANCTION	3284527
VERDICT SYSTEMS	3284526
SANCTION SOLUTIONS	3686462

TRADEMARK REEL: 004903 FRAME: 0972

**RECORDED: 11/19/2012**