

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
Decisionquest, Inc.		12/10/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Alostar Bank of Commerce
Street Address:	3630 Peachtree Road, N.E., Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	commercial bank: ALABAMA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3134246	(BEGIN AT THE END) TO DISCOVER YOUR BEST
Registration Number:	3902768	CASETESTER
Registration Number:	1755933	DECISIONQUEST
Registration Number:	3315495	DECISIONQUEST
Registration Number:	1820850	DQ
Registration Number:	3498477	DQCASES
Registration Number:	3498478	DQPROJECTS
Registration Number:	2880368	LITIGATION LIFECYCLE
Registration Number:	2901776	MOMENT-TO-MOMENT
Registration Number:	3086729	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN
Registration Number:	3155100	ALWAYS KEEP THE END IN MIND
Registration Number:	3140362	(BEGIN AT THE END)
Serial Number:	85888518	CASEEXPLORER
Registration Number:	3226733	DECISION.POINTS

CH \$490.00 3134246

Serial Number:	85875320	DECISIONPOINTS
Registration Number:	1712133	EIM
Registration Number:	3091581	THE BEST CASE SCENARIO
Serial Number:	86115660	CASEEXPLORER MEDIATION
Serial Number:	86115683	CASEEXPLORER MEDIATIONS

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: trademarks.atl@bryancave.com
 Correspondent Name: Daniel Wheeler/Bryan Cave LLP
 Address Line 1: 560 Mission Street, 25th Floor
 Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	0357968
NAME OF SUBMITTER:	Daniel Wheeler
Signature:	/Daniel Wheeler/
Date:	12/16/2013

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of December 10, 2013, is made by and between DECISIONQUEST, INC., a California corporation having a business location at the address set forth below next to its signature (the "Company"), and ALOSTAR BANK OF COMMERCE ("Alostar"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Alostar are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Alostar may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Alostar has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Alostar a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security

Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Alostara with a replacement Exhibit A, which upon acceptance by Alostara shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Alostara with a replacement Exhibit B, which upon acceptance by Alostara shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Alostara of such item(s) and cause such Affiliate to execute and deliver to Alostara a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Alostara's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Alostara: (i) sufficient written notice, of at least 30 days, to allow Alostara to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Alostara's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Alostara gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Alostara that it intends to abandon a Patent or Trademark, Alostara may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Alostara's option, in Alostara's own name) and may (but need not) take any and all other actions which Alostara may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Alostara on demand the amount of all moneys expended and all documented costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Alostara in connection with or as a result of Alostara's

taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Alostar at the Default Rate.

(k) **Power of Attorney.** To facilitate Alostar's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Alostar, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Alostar, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Alostar may, at its option, take any or all of the following actions:

(a) Alostar may exercise any or all remedies available under the Loan Agreement.

(b) Alostar may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Alostar may enforce the Patents and Trademarks and any licenses thereunder, and if Alostar shall commence any suit for such enforcement, Company shall, at the request of Alostar, do any and all lawful acts and execute any and all proper documents required by Alostar in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Alostar. A waiver signed by Alostar shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Alostar's rights or remedies. All rights and remedies of Alostar shall be cumulative and may be exercised singularly or concurrently, at Alostar's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Alostar shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Alostar and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Alostar, and Company waives notice of Alostar's acceptance hereof. Alostar may execute this Agreement if appropriate for the purpose of filing, but the failure of Alostar to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DECISIONQUEST, INC.
21535 Hawthorne Blvd., Suite 310
Torrance, CA 90503

DECISIONQUEST, INC.

By: *Michael E. Cobo*
Name: Michael E Cobo
Title: CEO

ALOSTAR BANK OF COMMERCE
3630 Peachtree Road, N.E.
Suite 1050
Atlanta, Georgia 30326

ALOSTAR BANK OF COMMERCE

By _____
Susan Hall, Managing Director
Its Authorized Signatory

STATE OF _____)
COUNTY OF _____)

The foregoing instrument as acknowledged before me this ___ day of _____, 2013, by _____, the _____ of DECISIONQUEST, INC., a California corporation, on behalf of the corporation.

See Attached

Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, an Authorized Signatory of Alostair Bank of Commerce, on behalf of such banking corporation.

Notary Public

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

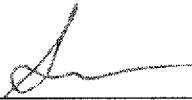
DECISIONQUEST, INC.
21535 Hawthorne Blvd., Suite 310
Torrance, CA 90503

DECISIONQUEST, INC.

By: _____
Name: _____
Title: _____

ALOSTAR BANK OF COMMERCE
3630 Peachtree Road, N.E.
Suite 1050
Atlanta, Georgia 30326

ALOSTAR BANK OF COMMERCE

By 
Susan Hall, Managing Director
Its Authorized Signatory

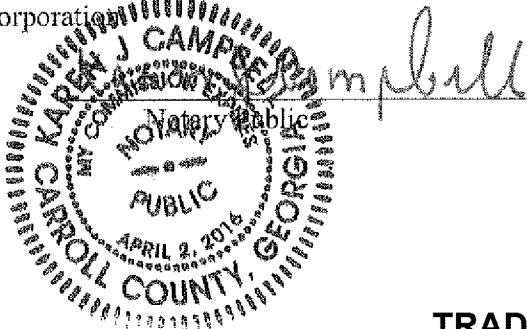
STATE OF _____)
COUNTY OF _____)

The foregoing instrument as acknowledged before me this ___ day of _____, 2013, by _____, the _____ of DECISIONQUEST, INC., a California corporation, on behalf of the corporation.

Notary Public

STATE OF Georgia)
COUNTY OF Carroll)

The foregoing instrument was acknowledged before me this 4th day of December, 2013, by Susan Hall, an Authorized Signatory of Alostar Bank of Commerce, on behalf of such banking corporation.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 12/9/18 before me, Phyllis J Hindenlang, Notary Public

personally appeared Michael E Cobo

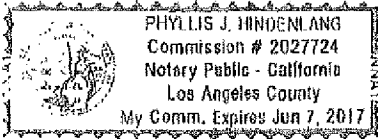
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Phyllis J Hindenlang, Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

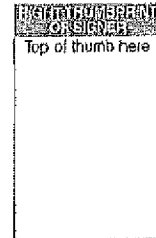
- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

NONE

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Trademark Description</u>	<u>Owner</u>	<u>Registration Number / Date</u>
(BEGIN AT THE END) TO DISCOVER YOUR BEST CASE SCENARIO	DecisionQuest, Inc.	Registration #: 3134246 Registration Date: Aug. 22, 2006
CASETESTER	DecisionQuest, Inc.	Registration #: 3902768 Registration Date: Jan. 11, 2011
DECISIONQUEST	DecisionQuest, Inc.	Registration #: 1755933 Registration Date: Mar. 2, 1993
DECISIONQUEST	DecisionQuest, Inc.	Registration #: 3315495 Registration Date: Oct. 23, 2007
DQ	DecisionQuest, Inc.	Registration #: 1820850 Registration Date: Feb. 8, 1994
DQCASES	DecisionQuest, Inc.	Registration #: 3498477 Registration Date: Sept. 9, 2008
DQPROJECTS	DecisionQuest, Inc.	Registration #: 3498478 Registration Date: Sept. 9, 2008
LITIGATION LIFECYCLE	DecisionQuest, Inc.	Registration #: 2880368 Registration Date: Aug. 31, 2004
MOMENT-TO-MOMENT	DecisionQuest, Inc.	Registration #: 2901776 Registration Date: Nov. 9, 2004
NEVER (SEE) YOUR CASE THE SAME WAY AGAIN	DecisionQuest, Inc.	Registration #: 3086729 Registration Date: Apr. 25, 2006
ALWAYS KEEP THE END IN MIND	DecisionQuest, Inc.	Registration #: 3155100 Registration Date: Oct. 10, 2006

BEGIN AT THE END	DecisionQuest, Inc.	Registration #: 3140362 Registration Date: Sept. 5, 2006
CASEEXPLORER	DecisionQuest, Inc.	Application #: 85/888518 Filing Date: Mar. 27, 2013
DECISION.POINTS	DecisionQuest, Inc.	Registration #: 3226733 Registration Date: April 10, 2007
DECISIONPOINTS	DecisionQuest, Inc.	Application #: 85/875320 Filing Date: Mar. 13, 2013
EIM	DecisionQuest, Inc.	Registration #: 1712133 Registration Date: Sept. 1, 1992
THE BEST CASE SCENARIO	DecisionQuest, Inc.	Registration #: 3091581 Registration Date: May 9, 2006
CASEEXPLORER MEDIATION	DecisionQuest, Inc.	Registration #: 86115660 Registration Date: November 11, 2013
CASEEXPLORER MEDIATIONS	DecisionQuest, Inc.	Registration #: 86115683 Registration Date: November 11, 2013

APPLICATIONS

<u>Trademark Description</u>	<u>Owner</u>	<u>Application Number / Date</u>
CASEEXPLORER	DecisionQuest, Inc.	Application #: 85/888518 Filing Date: Mar. 27, 2013
DECISIONPOINTS	DecisionQuest, Inc.	Application #: 85/875320 Filing Date: Mar. 13, 2013

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE