

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bayside Gallo Acquisition, LLC		11/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Esquire Deposition Solutions, LLC		
<b>Street Address:</b>	101 Marietta Street		
<b>Internal Address:</b>	Suite 2700		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1976572	QA	
<b>Registration Number:</b>	2849968	ESQUIRE DEPOSITION SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	138356-00101		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	06/27/2014		
<b>Total Attachments: 20</b>			
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101 Marietta Street, Suite 2700  
Atlanta, GA 30303  
Telephone: (404) 495-0777 Fax: (404) 975-4427

April 24, 2014

US Securities & Exchange Commission  
Attn: Mr. Ross Saxton III SP1 RM 4220  
Mail Stop 4226  
100 F Street NE  
Washington, DC 20549-2000

RE: Contract SECR1512P8000  
Contracting Entity: Esquire Deposition Services, LLC  
Transferee Entity: Esquire Deposition Solutions, LLC

Dear Mr. Saxton,

Enclosed please find the original and executed Novation Agreement, in triplicate, along with exhibits regarding contract number SECR1512P8000. We understand this issue may have been working its way through the system for some time and we hope to resolve this matter as quickly as possible.

Should you have any questions or need any further information please do not hesitate to contact the undersigned via the contact information above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Alley'.

Jim Alley  
Tax & Treasury Manager

## Novation Agreement

Esquire Deposition Services (Transferor), a limited liability corporation duly organized and existing under the law of Delaware with its principal office in Atlanta, Georgia; Esquire Deposition Solutions, LLC (Transferee), formerly known as Bayside Gallo Acquisition, LLC, a limited liability corporation duly organized and existing under the laws of Delaware with its principal office in Atlanta, Georgia; and the United States of America (Government) enter into this Agreement as of April 25, 2014.

WHEREAS, on or about November 23, 2011, Transferee acquired the assets and assumed all obligations of Transferor.

NOW THEREFORE, the parties agree as follows:

A. The parties agree to the following facts:



(1) The Government, represented by various Contracting Officers of the Security and Exchange Commission, has entered into a contract with the Transferor, namely: Contract # SECR1512P8000. The term "the contract," as used in this Agreement, means the aforementioned contract and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contract" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) The Transferee acquired all the assets of Transferor by virtue of an asset purchase transaction as of November 23, 2011. Attached hereto as Exhibit A is a certified true copy of the Bill of Sale dated November 23, 2011, pursuant to which certain assets and liabilities, including the contracts were transferred from Transferor to Bayside Gallo Acquisition, LLC. Attached hereto as Exhibit B is a copy of the certificate of name change pursuant to which Bayside Gallo Acquisition, LLC changed its name to Esquire Deposition Solutions, LLC.

(3) The Transferee has assumed all obligations of the Transferor under the contracts by virtue of the above transaction.

(4) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(5) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

B. In consideration of these facts, the parties agree that by this Agreement—



(1) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(2) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(3) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(5) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(6) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(7) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) agreed to under the terms of the Agreement; (ii) Assumes under this Agreement; or (iii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(8) The contracts shall remain in full force and effect, except as modified by this Agreement.

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By \_\_\_\_\_

Title \_\_\_\_\_

ESQUIRE DEPOSITION SOLUTIONS, LLC

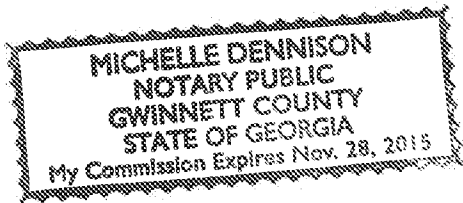
By Kevin Littlejohn

Title: Chief Financial Officer

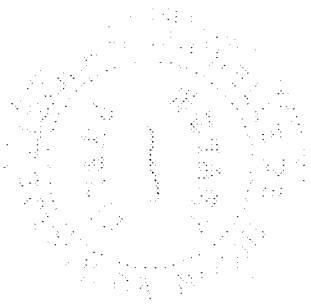
STATE Georgia )

COUNTY OF Fulton ) SS.:

On this 29 day of April 2014, before me personally came Kevin Littlejohn, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.



Michelle Dennison  
Notary Public



BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made and delivered this 23<sup>rd</sup> day of November, 2011, by Alexander Gallo Holdings, LLC and the other sellers listed on the signature pages hereto (collectively, the "Sellers"), in favor of Bayside Gallo Acquisition, LLC (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, Sellers and Buyer have entered into that certain Asset Purchase Agreement dated as of October 6, 2011, as amended (the "Agreement"), providing for, among other things, the sale and assignment by Sellers to the Buyer of the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Sellers, and subject to the terms and conditions of the Agreement:

1. The Sellers do hereby sell, convey, transfer, assign and deliver unto the Buyer all of the Sellers' right, title and interest in and to the Acquired Assets to have and to hold such Acquired Assets with all appurtenances thereto, unto Buyer for its use forever.

2. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

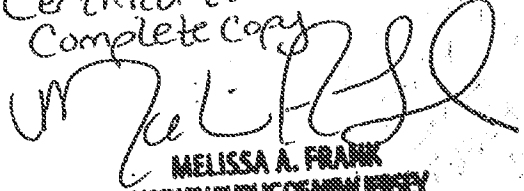
3. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement, including the representations, warranties, covenants and obligations of the parties contained therein or the survival thereof. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.

4. This Bill of Sale is executed and delivered pursuant to Section 2.2(vi) of the Agreement.

5. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State, without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

6. None of the provisions of this Bill of Sale may be waived, amended or otherwise altered except in a signed writing by the party against whom enforcement of the same is sought.

*[Signature Page Follows]*

Certified to be a true and complete copy  
  
MELISSA A. FRANK  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/18/2012

IN WITNESS WHEREOF, and intending to be legally bound hereby, Sellers have caused this Bill of Sale to be executed and delivered as of the day and year first above written.

SELLERS:

ALEXANDER GALLO HOLDINGS, LLC

By: 

Name: Alexander J. Gallo  
Title: President & CEO

[Signature Page to Bill of Sale]



SELLERS (continued):

THE HOBART/WEST GROUP, INC.

By:



Name: ALEXANDER J. GALLOWAY


Title: PRESIDENT

[Signature Page to Bill of Sale]

SELLERS (continued):

SET DEFO, LLC

By:

  
Name: ALEXANDER J. GALO  
Title: MANAGER

[Signature Page to Bill of Sale]

**SELLERS (continued):**

**AG/SANCTION LLC**

By: Alexander Gallo Holdings, LLC, its sole member

By:

Name: ALEXANDER J. GALLO  
Title: PRESIDENT COO

{Signature Page to Bill of Sale}

**TRADEMARK**

**REEL: 005310 FRAME: 0506**

**SELLERS (continued):**

**UNLIMITED LANGUAGES, INC.**

By:

Name: ALEXANDER J. GILLO  
Title: CEO

[Signature Page to Bill of Sale]

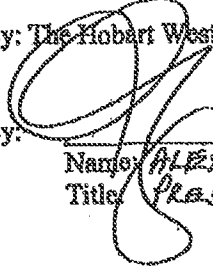
**SELLERS (continued):**

**DEPONET, LLC**

By: The Hobart West Group, Inc., its sole member

By:

Name  
Title

  
ALEXANDER J. GALLE  
PRESIDENT

[Signature Page to Bill of Sale]

**SELLERS (continued):**

**ESQUIRE DEPOSITION SERVICES, LLC**

**By: The Fiobari West Group, Inc., its sole member**

**By:**

**Name: ALEXANDER J. GALLO**  
**Title: PRESIDENT**

**[Signature Page to Bill of Sale]**

**TRADEMARK**

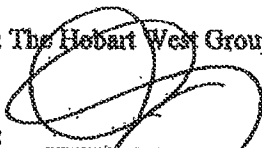
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**SELLERS (continued):**

**ESQUIRE LITIGATION SOLUTIONS, LLC**

**By: The Hebart West Group, Inc., its sole member**

**By:**

  
Name: ALEXANDER J. VALLE  
Title: PRESIDENT


[Signature Page to Bill of Sale]

SELLERS (continued):

ESQUIRE SOLUTIONS, LLC

By: The Hobart West Group, Inc., its sole member

By:

  
Name: ALEXANDER J. GALLO  
Title: PRESIDENT

[Signature Page to Bill of Sale]



SELLERS (continued):

D-M INFORMATION SYSTEMS, INC.

By:

Name: *ALEXANDER J. GALLO*  
Title: *PRESIDENT*

[Signature Page to Bill of Sale]

SELLERS (continued):

HOBART WEST SOLUTIONS, LLC .

By: The Hobart West Group, Inc., its sole member

By:

Name: ALEXANDER J. GALL  
Title: PRESIDENT

[Signature Page to Bill of Sale]

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ESQUIRE DEPOSITION SOLUTIONS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTEENTH DAY OF SEPTEMBER, A.D. 2011, AT 11:36 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GALLO ACQUISITION HOLDINGS, LLC" TO "BAYSIDE GALLO ACQUISITION, LLC", FILED THE SECOND DAY OF NOVEMBER, A.D. 2011, AT 12:10 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "BAYSIDE GALLO ACQUISITION, LLC" TO "ESQUIRE DEPOSITION SOLUTIONS, LLC", FILED THE THIRTIETH DAY OF NOVEMBER, A.D. 2011, AT 8:06 O'CLOCK A.M.

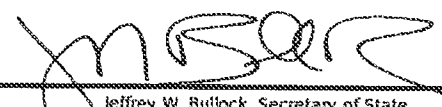
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "ESQUIRE DEPOSITION SOLUTIONS, LLC".

5037006 8100H

120036063

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9289922

DATE: 01-11-12

TRADEMARK  
REEL: 005310 FRAME: 0514

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

First: The name of the limited liability company is Gallo Acquisition Holdings, LLC


Second: The address of its registered office in the State of Delaware is Corporation Trust Center  
1209 Orange Street in the City of Wilmington, County of New Castle

Zip code 19801. The name of its Registered agent at such address is  
The Corporation Trust Company

Third: (Use this paragraph only if the company is to have a specific effective date of  
dissolution: "The latest date on which the limited liability company is to dissolve is  
\_\_\_\_\_".)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this  
13th day of September, 2011.

By:   
Authorized Person (s)

Name: Erick Marin

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: \_\_\_\_\_  
Gallo Acquisition Holdings, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is  
Bayside Gallo Acquisition, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on  
the 28th day of October, A.D. 2011.

By: \_\_\_\_\_  
Authorized Person(s)

Name: Richard Siegel  
Print or Type

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: \_\_\_\_\_  
Bayside Gallo Acquisition, LLC

2. The Certificate of Formation of the limited liability company is hereby amended  
as follows:

The name of the limited liability company is Esquire  
Deposition Solutions, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on  
the 28th day of November, A.D. 2011.

By: \_\_\_\_\_

Authorized Person(s)

Name: Jackson Craig

Print or Type