









Additional names of conveying parties




Multimodal Technologies, LLC
MModal CB Inc.

TRADEMARK




REEL: 005377 FRAME: 0911

AUSTRALIA							
BIR Ref. No.	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
0051867-000135	CODERUNNER	1396520	11/25/2010	1396520	05/18/2011	Registered	MModal IP LLC
0051867-000063	DOCUMENT ENTERPRISE PLATFORM	1181373	06/08/2007	1181373	06/08/2007	Registered	MModal IP LLC
0051867-000106	DOCQSCRIBE	1262026	09/12/2008	1262026	01/27/2009	Registered	MModal IP LLC
0051867-000117		1299155	05/14/2009	1299155	05/14/2009	Registered	MModal IP LLC
0051867-000191		1470772	01/23/2012	1470772	10/30/2013	Registered	MModal IP LLC
0051867-000195	M*MODAL	1470769	01/23/2012	1470769	10/30/2013	Registered	MModal IP LLC
0051867-000200		1470771	01/23/2012	1470771	10/30/2013	Registered	MModal IP LLC
0051867-000206		1470770	01/23/2012	1470770	10/30/2013	Registered	MModal IP LLC
0051867-000114	PITYSASSIST IQ	1299156	05/14/2009	1299156	10/11/2010	Registered	MModal IP LLC
0051867-000104	SPEECHQ	1262025	09/12/2008	1262025	01/29/2009	Registered	MModal IP LLC
0051867-000105		1262028	09/12/2008	1262028	01/27/2009	Registered	MModal IP LLC
0051867-000109	SPEECHQ FOR CARDIOLOGY	1262015	09/12/2008	1262015	01/27/2009	Registered	MModal IP LLC
0051867-000103	SPEECHQ FOR GENERAL MEDICINE	1262023	09/12/2008	1262023	01/27/2009	Registered	MModal IP LLC
0051867-000107	SPEECHQ FOR RADIOLOGY	1262017	09/12/2008	1262017	01/27/2009	Registered	MModal IP LLC
0051867-000108	SPEECHQ REPORT STATION	1262021	09/12/2008	1262021	01/27/2009	Registered	MModal IP LLC


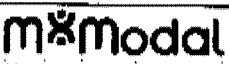
CANADA							
BIR Ref. No.	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
0051867-000203	COLLABORATIVE INTELLIGENCE	1,560,786	01/23/2012			Pending	MModal IP LLC
0051867-000052	DIGITAL VOICE INCORPORATED	1,065,665	06/30/2000	TMA606,677	03/30/2004	Registered	MModal IP LLC
0051867-000062	DOCUMENT ENTERPRISE PLATFORM	1,351,170	06/11/2007	TMA783,307	11/24/2010	Registered	MModal IP LLC
0051867-000027	DOCROUTE	1,287,101	01/23/2006	TMA705,227	01/22/2008	Registered	MModal IP LLC
0051867-000101	DOCQSCRIBE	1,404,927	07/25/2008	TMA769,109	06/08/2010	Registered	MModal IP LLC
0051867-000116		1,438,273	05/14/2009	TMA801,464	07/06/2011	Registered	MModal IP LLC
0051867-000032	DVI	1,065,666	06/30/2000	TMA664,524	05/17/2006	Registered	MModal IP LLC
0051867-000188		1,560,791	01/23/2012			Published	MModal IP LLC
0051867-000193	M*MODAL	1,560,790	01/23/2012			Pending	MModal IP LLC
0051867-000053		1,182,450	06/25/2003	TMA645,119	07/29/2005	Registered	MModal IP LLC


0051867-000198		1,560,787	01/23/2012				Pending	MModal IP LLC
0051867-000204		1,560,788	01/23/2012				Pending	MModal IP LLC
0051867-000113	PHYSASSIST IQ	1,438,271	05/14/2009				Published	MModal IP LLC
0051867-000097	SPEECHIQ	1,404,929	07/25/2008	TMA799,875	06/14/2011		Registered	MModal IP LLC
0051867-000099		1,404,928	07/25/2008	TMA799,876	06/14/2011		Registered	MModal IP LLC
0051867-000095	SPEECHIQ FOR RADIOLOGY	1,404,931	07/25/2008	TMA801,484	07/06/2011		Registered	MModal IP LLC
0051867-000090	SPEECHIQ REPORT STATION	1,404,925	07/25/2008	TMA818,544	02/28/2012		Registered	MModal IP LLC




EUROPEAN UNION

0051867-000064	DOCUMENT ENTERPRISE PLATFORM	006011241	06/08/2007	6011241	04/30/2008		Registered	MModal IP LLC
0051867-000189		10583672	01/23/2012	10583672	07/31/2012		Registered	MModal IP LLC
0051867-000194	M*MODAL	10583681	01/23/2012	10583681	07/31/2012		Registered	MModal IP LLC
0051867-000037	MEDQUIST	003238524	06/23/2003	3238524	02/09/2005		Registered	MModal IP LLC
0051867-000199		10583698	01/23/2012	10583698	07/31/2012		Registered	MModal IP LLC
0051867-000205		10583649	01/23/2012	10583649	07/31/2012		Registered	MModal IP LLC

INDIA

0051867-000201		2270536	01/23/2012				Pending	MModal IP LLC
0051867-000066	DOCUMENT ENTERPRISE PLATFORM	1579271	07/16/2007	1579271	02/01/2011		Registered	MEDQUIST IP CORP
0051867-000190		2270465	01/23/2012				Pending	MModal IP LLC
0051867-000038	MEDQUIST	1209947	06/27/2003	1209947	06/27/2006		Registered	MEDQUIST IP CORP
0051867-000157	SPHERIS	1389710	09/30/2005				Published	SPHERIS INC.

UNITED STATES							
	ALWAYS UNDERSTANDING	78/345224	12/23/2003	3,424,023	5/6/2008	Registered	MULTIMODAL TECHNOLOGIES, INC.
	ANYMODAL	78/345183	12/23/2003	3,419,722	4/29/2008	Registered	MULTIMODAL TECHNOLOGIES, INC.
0051867-000120	CATALYST	85/389,579	08/04/2011	4,114,805	03/20/2012	Registered	MModal IP LLC
0051867-000141	CLARITY	77/004,664	09/21/2006	3,352,982	12/11/2007	Registered	MModal IP LLC
0051867-000042	CODEASSIST	76/429,700	07/12/2002	2,942,526	04/19/2005	Registered	MModal IP LLC
0051867-000122	CODERUNNER	85/148,113	10/08/2010	3,966,297	05/24/2011	Registered	MModal IP LLC
0051867-000020	DATAMIC	74/304,846	08/14/1992	1,818,404	01/25/1994	Registered	MModal IP LLC
0051867-000021	DOCUMENT ENTERPRISE PLATFORM	77/061,384	12/11/2006	3,641,670	06/23/2009	Registered	MModal IP LLC
0051867-000029	DOCROUTE	78/675,994	07/22/2005	3,207,555	02/13/2007	Registered	MModal IP LLC
0051867-000084	DOCOSCRIBE	77/427,946	03/20/2008	3,516,298	10/14/2008	Registered	MModal IP LLC
0051867-000111	DocVoice	77/727,085	05/01/2009	3,809,205	06/29/2010	Registered	MModal IP LLC
0051867-000211	FLUENCY	85/389,602	08/04/2011	4,224,189	10/16/2012	Registered	MModal IP LLC
0051867-000137	FOLLOW THE SUN	77/424,952	03/18/2008	3,740,606	01/19/2010	Registered	MModal IP LLC
0051867-000220	HEALTHCHECK	85/833,896	01/28/2013			Pending ITU	MModal IP LLC
0051867-000145	HEALTHSCRIBE	74/152,488	03/28/1991	1,883,084	03/07/1995	Registered	MModal IP LLC
0051867-000043	INSPIRED LISTENING	77/049,752	11/22/2006	3,614,294	05/05/2009	Registered	MModal IP LLC
0051867-000187		85/522,620	01/23/2012			Allowed ITU	MModal IP LLC
0051867-000195	M*MODAL	85/522,629	01/23/2012			Allowed ITU	MModal IP LLC
	M*MODAL CATALYST FOR QUALITY	85/649364	6/12/2012			Published ITU	MModal IP LLC
	M*MODAL CATALYST	85/649355	6/12/2012			Published ITU	MModal IP LLC
	M*MODAL CATALYST FOR CODING	85/649374	6/12/2012			Published ITU	MModal IP LLC
	M*MODAL CATALYST FOR RADIOLOGY	85/649360	6/12/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY FOR CODING	85/619133	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY FOR IMAGING	85/619131	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY FOR PRACTICES	85/619127	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY LINK	85/619123	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY REPORT PORTAL	85/619121	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY DISPATCH	85/619115	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY FLEX	85/619110	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY WORKFLOW MANAGER	85/619137	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY SIGNATURE	85/619107	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY EDITOR	85/619104	5/8/2012			Published ITU	MModal IP LLC

						ITU	
	M*MODAL FLUENCY VOICE CAPTURE	85/619099	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY FOR TRANSCRIPTION	85/619097	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY DIRECT	85/619092	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY MOBILE	85/619089	5/8/2012			Published ITU	MModal IP LLC
	M*MODAL FLUENCY	85/619083	5/8/2012			Published ITU	MModal IP LLC
0051867-000019	MEDQUIST	75/821,496	10/08/1999	2,371,334	07/25/2000	Registered	MModal IP LLC
0051867-000041	MedQuist	76/477,873	12/24/2002	2,915,575	01/04/2005	Registered	MModal IP LLC
0051867-000196		85/522,643	01/23/2012			Allowed ITU	MModal IP LLC
0051867-000197		85/522,651	01/23/2012			Allowed ITU	MModal IP LLC
0051867-000079	MQCENTRAL	77/316,761	10/30/2007	3,573,651	02/10/2009	Registered	MModal IP LLC
0051867-000102	PIYSASSIST IQ	77/727,211	05/01/2009	4,284,289	02/05/2013	Registered	MModal IP LLC
0051867-000036	QTIINUUM OF CARE	77/051,890	11/28/2006	3,491,051	08/26/2008	Registered	MModal IP LLC
0051867-000078	SPEECHQ	77/421,540	03/13/2008	3,772,280	04/06/2010	Registered	MModal IP LLC
0051867-000077	SpeechQ	77/421,527	03/13/2008	3,778,685	04/20/2010	Registered	MModal IP LLC
0051867-000074	SPEECHQ FOR RADIOLOGY	77/421,457	03/13/2008	3,556,444	01/06/2009	Registered	MModal IP LLC
0051867-000071	SPEECHQ REPORT STATION	77/421,518	03/13/2008	3,848,244	09/14/2010	Registered	MModal IP LLC
0051867-000218	SPHERIS	85/796,370	12/06/2012			Allowed ITU	MModal IP LLC
0051867-000219	VOICEWRITER	85/828,940	01/22/2013			Allowed ITU	MModal IP LLC
	CBAY	78/294,066	8/29/2003	2,908,514	12/7/2004	Registered	MModal CB Inc.
	CBAYFLO	78/294,080	8/29/2003	2,932,843	3/15/2005	Registered	MModal CB Inc.
	CBAYSCRIBE	78/267,624	6/26/2003	2,917,244	1/11/2005	Registered	MModal CB Inc.
	CBAYSYSTEMS	85/024,291	4/27/2010	3,889,991	12/14/2010	Registered	MModal CB Inc.
	CBAYSYSTEMS	85/024,423	4/27/2010	3,890,001	12/14/2010	Registered	MModal CB Inc.
	CBay Systems						
	DESIGN ONLY	78/438,820	6/21/2004	3,103,075	6/13/2006	Registered	MModal CB Inc.
							
	WORLDCLASS ADVANTAGE	85/024,322	4/27/2010	3,893,176	12/21/2010	Registered	MModal CB Inc.

WIPO (United Kingdom designation only)

0051867-000028	DOCROUTE	879276	01/23/2006	879276	01/23/2006	Registered	MEDQUIST IP LLC
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of July, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MModal LLC, a Delaware limited liability company ("MModal"), Multimodal Technologies, LLC, a Delaware limited liability company ("Multimodal"), MModal Systems and Services Inc., a Delaware corporation ("MModal Systems"), MModal Services, Ltd., a New Jersey corporation ("MModal Services") and together with MModal, Multimodal, and MModal Systems, each individually a "Borrower", and, collectively, "Borrowers"), New MMI, Inc., a Delaware corporation ("Parent"), MModal CB Inc., a Delaware corporation ("MModal CB"), Mirrus Systems Inc., a Delaware corporation ("Mirrus"), MModal MQ Inc., a New Jersey corporation ("MModal MQ"), Poiesis Informatics, Inc., a Delaware corporation ("Poiesis"), MedQuist of Delaware, Inc., a Delaware corporation ("MedQuist"), MModal IP LLC, a Delaware limited liability company ("MModal IP"), MedQuist CM LLC, a Delaware corporation ("MedQuist CM"), and All Type Medical Transcription Services, Inc., a New Jersey corporation ("All Type", and together with Parent, MModal CB, Mirrus, MModal MQ, Poiesis, MedQuist, MModal IP, MedQuist CM and All Type, each individually a "Guarantor" and, collectively, "Guarantors"), the lenders party thereto as "Lenders" (each of such Lenders, together with successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original.

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. *MUTATIS MUTANDIS.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

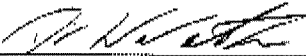
GRANTORS:

MMODAL IP LLC

By: 
Name: Duncan James
Title: President

MMODAL LLC,

as sole member of Multimodal Technologies, LLC

By: 
Name: David Woodworth
Title: Chief Financial Officer

MMODAL CB INC.

By: 
Name: Duncan James
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MMODAL IP LLC

By: _____
Name:
Title:

MULTIMODAL TECHNOLOGIES, LLC

By: MModal LLC, as sole member of
Multimodal Technologies, LLC

By:  _____
Name: David Woodworth
Title: Chief Financial Officer

MMODAL CB INC.

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MMODAL IP LLC

By: _____
Name:
Title:

MULTIMODAL TECHNOLOGIES, LLC

By: _____
Name:
Title:


MMODAL CB INC.

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: VIVEK RAYAL
Title: VP

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

See Attached