

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multimodal Technologies, LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Administrative Agent		
Street Address:	225 West Washington Street		
Internal Address:	21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3424023	ALWAYS UNDERSTANDING	
Registration Number:	3419722	ANYMODAL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	015605-0182		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/10/2014		
Total Attachments: 9			
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Trademark Security Agreement

Trademark Security Agreement, dated as of July 31, 2014, by MMODAL IP LLC, MMODAL CB INC. and MULTIMODAL TECHNOLOGIES, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, 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: Duncan James
Title: President

MMODAL CB INC.

By: 
Name: Duncan James
Title: President

[Trademark Security Agreement]

MULTIMODAL TECHNOLOGIES, LLC

By: MModal LLC, its sole member

By: 
Name: David Woodworth
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005379 FRAME: 0153

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: 

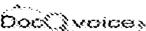
Name: Emily Ergang Pappas

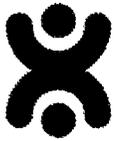
Title: Associate Counsel

[Trademark Security Agreement]

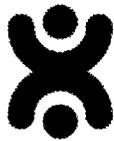
TRADEMARK
REEL: 005379 FRAME: 0154

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	DOCQMENT 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	01/23/2013	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	PHYSASSIST 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

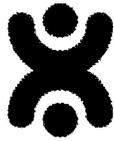
CANADA							
0051867-000203	COLLABORATIVE INTELLIGENCE	1,560,786	01/23/2012			Pending	MModal IP LLC
0051867-000052	DIGITAL VOICE INCORPORATED	1,065,665	06/30/2000	TMA606,677	03/30/2004	Registered	MModal IP LLC
0051867-000062	DOCQMENT ENTERPRISE PLATFORM	1,351,170	06/11/2007	TMA783,307	11/24/2010	Registered	MModal IP LLC
0051867-000027	DOCQROUTE	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

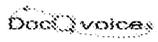
0051867-000198		1,560,787	01/23/2012			Pending	MModal IP LLC
0051867-000204		1,560,788	01/23/2012			Pending	MModal IP LLC
0051867-000113	PHYSASSIST IQ	1,438,271	05/14/2009			Published	MModal IP LLC
0051867-000097	SPEECHQ	1,404,929	07/25/2008	TMA799,875	06/14/2011	Registered	MModal IP LLC
0051867-000099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

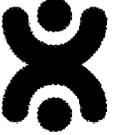
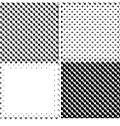
EUROPEAN UNION

0051867-000064	DOCQMENT 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	DOCQMENT 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	DOCQMENT 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	DOCQSCRIBE	77/427,946	03/20/2008	3,516,298	10/14/2008	Registered	MModal IP LLC
0051867-000111		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	85649374	6/12/2012			Published ITU	MModal IP LLC
	M*MODAL CATALYST FOR RADIOLOGY	85/649369	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 ESIGNATURE	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	PHYSASSIST IQ	77/727,211	05/01/2009	4,284,289	02/05/2013	Registered	MModal IP LLC
0051867-000036	QTINUUM 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.
	CBaySystems						
	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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