

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Senior Subordinated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legal Solutions Holdings, Inc.		07/15/2016	Corporation: DELAWARE
Med-Legal, LLC		07/15/2016	Limited Liability Company: DELAWARE
DefensePro, LLC		07/15/2016	Limited Liability Company: DELAWARE
Med-Legal Technologies, LLC		07/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MVC Capital, Inc., as successor in interest to Fifth Third Bank		
Street Address:	287 BOWMAN AVENUE		
Internal Address:	2nd Floor		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	02903		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4460781	ML MED-LEGAL	
Registration Number:	3952842	EARLY RESOLUTION TEAM	
Serial Number:	86018739	PERFECTMATTERS	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	203-975-7505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1497242.00096		

OP \$90.00 4460781

NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	07/18/2016
Total Attachments: 9 source=Med-Legal Trademark Security Agreement#page1.tif source=Med-Legal Trademark Security Agreement#page2.tif source=Med-Legal Trademark Security Agreement#page3.tif source=Med-Legal Trademark Security Agreement#page4.tif source=Med-Legal Trademark Security Agreement#page5.tif source=Med-Legal Trademark Security Agreement#page6.tif source=Med-Legal Trademark Security Agreement#page7.tif source=Med-Legal Trademark Security Agreement#page8.tif source=Med-Legal Trademark Security Agreement#page9.tif	

AMENDED AND RESTATED SENIOR SUBORDINATED TRADEMARK SECURITY
AGREEMENT

THIS AMENDED AND RESTATED SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT dated as of July 15, 2016 (this "Agreement") is made among LEGAL SOLUTIONS HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("Holdings"), MED-LEGAL, LLC, a limited liability company organized under the laws of the State of Delaware ("Med-Legal"), DEFENSEPRO, LLC, a limited liability company organized under the laws of the State of Delaware ("DefensePro"), and MED-LEGAL TECHNOLOGIES, LLC, a limited liability company organized under the laws of the State of Delaware ("Med-Legal Tech"; Med-Legal Tech collectively with Holdings, Med-Legal and DefensePro are herein referred to as the "Borrowers" and each individually as a "Borrower"), and MVC Capital, Inc., a Delaware corporation, as successor in interest to FIFTH THIRD BANK, an Ohio banking corporation, as Lender (the "Subordinated Lender").

WITNESSETH:

WHEREAS, the Borrowers are party to that Senior Subordinated Loan Agreement, dated as of March 12, 2012 (as the same may be amended or restated from time to time, the "Subordinated Loan Agreement"), with Subordinated Lender; and

WHEREAS, pursuant to the Subordinated Loan Agreement, the Company has granted a security interest in substantially all of its personal property to secure, *inter alia*, its obligations under the Subordinated Loan Agreement;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the respective meanings set forth in the Subordinated Loan Agreement.

SECTION 2. Grant of Security Interest. Each Borrower presently and irrevocably pledges, hypothecates, assigns, delivers and transfers to the Subordinated Lender for the benefit of itself and the other holders of Secured Obligations, and grants to the Subordinated Lender for the benefit of itself and the other holders of Secured Obligations a continuing security interest in, all of the following (the "Trademark Collateral"), whether now owned or hereafter acquired or coming into existence:

(a) all trademark registrations and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, whether or not currently in use, including those referred to in Attachment 1 hereto;

(b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrowers for the purpose of registering the security interest of the Subordinated Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Subordinated Lender pursuant to the Subordinated Loan Agreement for the benefit of the Subordinated Lender and each other holder of Secured Obligations. The Subordinated Loan Agreement (and all rights and remedies of the Subordinated Lender and each other holder of Secured Obligations thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Subordinated Lender with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Subordinated Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applied to contracts to be performed wholly within the State of Illinois.

SECTION 7. Subordination Agreement. This Agreement is subject to the terms of that certain Subordination Agreement dated as of December 30, 2014, by and between Subordinated Lender and Fifth Third Bank, as Agent under the Senior Credit Agreement, as the same may be amended from time to time in accordance with its terms

SECTION 8. Restatement. This Agreement amends and restates in its entirety, to the extent applicable to Subordinated Lender and the security interest granted under the Subordinated Loan Agreement, that certain Trademark Security Agreement dated as of March 12, 2012 between Med-Legal Technologies, LLC, a Delaware limited liability company, and Fifth Third Bank, as Agent under the Senior Credit Agreement and MVC Capital, Inc., as assignee of Fifth Third Bank as Subordinated Lender.

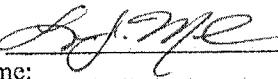
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Borrower and Administrative Borrower:

LEGAL SOLUTIONS HOLDINGS, INC.

By: 
Name: _____
Title: _____

AM 58302203

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

**TRADEMARK
REEL: 005835 FRAME: 0784**

Borrowers:

MED-LEGAL, LLC

By: *A. J. McE*
Name: _____
Title: _____

DEFENSEPRO, LLC

By: *A. J. McE*
Name: _____
Title: _____

MED-LEGAL TECHNOLOGIES, LLC

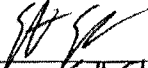
By: *A. J. McE*
Name: _____
Title: _____

AM 58302203

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

TRADEMARK
REEL: 005835 FRAME: 0785

MVC CAPITAL, INC.,
as Lender


By: 
Name: Scott Schwab
Title: CEO

AM 58302203

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

TRADEMARK
REEL: 005835 FRAME: 0786

ATTACHMENT 1

<u>BORROWER</u>	<u>TRADEMARK</u>	<u>APP./REG. INFO.</u>	<u>CLASS(ES) & DESCRIPTION</u>	<u>JURISDICTION</u>
Med-Legal Technologies, LLC		Reg. No. 4,460,781 Reg. Date: January 7, 2014	Intl Class 35: Document reproduction; Records management services, namely, document indexing for others; Records management services, namely, review and excerpting of records; Records management services, namely, compiling of records. Intl Class 45: Legal services, namely, process serving.	USPTO
Med-Legal Technologies, LLC	EARLY RESOLUTION TEAM	Reg. No. 3,952,842 Reg. Date April 26, 2011 Supplemental Register	Int'l Class 35: Administration and management of workers' compensation claims after injured worker is finished treating, specifically to provide the final Permanent and Stationary report (PR-4) including the Permanent Disability Rating Schedule Rating, Ogilvie Rating and attorney's fees calculated using the Duncan Present Value, to be provided to lawyers handling workers compensation claims in pursuit of early resolution of workers compensation claims.	USPTO



*Amended and Restated Senior Subordinated
Trademark Security Agreement*

<u>BORROWER</u>	<u>TRADEMARK</u>	<u>APP./REG. INFO.</u>	<u>CLASS(ES) & DESCRIPTION</u>	<u>JURISDICTION</u>
Med-Legal Technologies, LLC	PERFECTMATTERS	App. No. 86/018,739 Statement of use or 4 th request for extension of time due Aug. 12, 2016	9: Computer software for use in case management of legal cases 42: Software as a service (SAAS) services, namely, hosting software for use by others for use in management of legal cases	USPTO
Med-Legal Technologies, LLC	MED-LEGAL ZING	Reg. No. 66838 Reg. Date 14 Oct 2010	35: case records, medical reports, depositions or whatever in one easy place online.	State of California
Med-Legal Technologies, LLC	ZINGER	Reg. No. 66631 Reg. Date 26 July 2010	35: a proprietary hardware configuration of a computer scanner and monitor which runs a proprietary software allowing users to organize their files.	State of California
Med-Legal Technologies, LLC	ZING (Design)	Reg. No. 66632 Reg. Date 26 July 2010	35: Zing lets you manage all your discovery documents on your cases: records, medical reports, and depositions, or whatever in one easy place online.	State of California
Med-Legal Technologies, LLC	EAMS TOOLKIT	Reg. No. 69425 Reg, Date 26 Aug 2014	35: electronic adjudication management system assistance.	State of California
Med-Legal Technologies, LLC	YOUR PAPERLESS RESCUE TEAM	Reg. No. 69424 Reg. Date 26 Aug. 2014	40: scanning service.	State of California
Med-Legal Technologies, LLC	GETRECORDS	Reg. No. 64288 Reg. Date 4 Dec. 2007	35: copy service.	State of California

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

AM 58302203


**TRADEMARK
REEL: 005835 FRAME: 0788**

<u>BORROWER</u>	<u>TRADEMARK</u>	<u>APP./REG. INFO.</u>	<u>CLASS(ES) & DESCRIPTION</u>	<u>JURISDICTION</u>
Med-Legal Technologies, LLC	GETMEDLEGAL	Reg. No. 64213 Reg. Date 21 Nov. 2007	41: web site and magazine, contains reference aids, research aids and information for the workers compensation industry.	State of California
Med-Legal Technologies, LLC		Reg. No. 64072 Reg. Date 15 Oct. 2007	40: copy service.	State of California
Med-Legal Technologies, LLC		Reg. No. 64073 Reg. Date 15 Oct. 2007	35: copy service.	State of California
Med-Legal Technologies, LLC	WORKER'S QUICK REFERENCE COMPENSATION	Reg. No. 112982 Reg. Date 27 Sept. 2007	16: publication.	State of California
Med-Legal Technologies, LLC	AIR	Reg. No. 65811 Reg. Date 10 Aug. 2009	42: automatic impairment rating program - generates final combined permanent disability under the AMA guidelines.	State of California
Med-Legal Technologies, LLC	AIR AUTOMATIC IMPAIRMENT RATING PROGRAM	Reg. No. 111152 Reg. Date 25 Aug. 2005	9: a computer program that can be used to rate impairments according to the standards described in the AMA Guides 5th Edition book on impairment. This program also directly converts the whole person impairment rating into California permanent disability weekly payments and totals using the new California Permanent Disability Schedule with future earning capacity add on created by the administrative director.	State of California

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

AM 58302203

**TRADEMARK
REEL: 005835 FRAME: 0789**

<u>BORROWER</u>	<u>TRADEMARK</u>	<u>APP./REG. INFO.</u>	<u>CLASS(ES) & DESCRIPTION</u>	<u>JURISDICTION</u>
Med-Legal Technologies, LLC	ECASES	Reg. No. 109916 Reg. Date 17 Mar. 2004	9: computer program to aid law offices process clients and to aid medical facilities process patients	State of California
Med-Legal Technologies, LLC		Reg. No. 65949 Reg. Date 28 Sept. 2009	45: computer program which automatically fills workers compensation appeals board forms according to (EAMS) Electronic Adjudication Management System.	State of California
Med-Legal Technologies, LLC	DEFENSEPRO	Reg. No. 64079 Reg. Date 16 Oct. 2007	Copy service.	State of California
Med-Legal Technologies, LLC	PINPOINT	Reg. No. 112518 Reg. Date 29 Mar. 2007 Renewal Due 29 Mar. 2012 (\$30 fee)	Computer program that sorts, categorizes, searches and displays medical and other types of records.	State of California
Med-Legal Technologies, LLC	DEFENSEPRO	Reg. No. 62045 Reg. Date 2 May 2006	Photocopy service.	State of California

*Amended and Restated Senior Subordinated
Trademark Security Agreement*

AM 58302203

RECORDED: 07/18/2016

**TRADEMARK
REEL: 005835 FRAME: 0790**