

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM416619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERITEXT CORP.		02/17/2017	Corporation: DELAWARE
CAPITAL REPORTING COMPANY		02/17/2017	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL BANK: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3863812	VERITEXT	
Registration Number:	3863813	VERITEXT NATIONAL DEPOSITION & LITIGATION	
Registration Number:	4968385	LAWSTUDIO	
Registration Number:	4108833	POWERDEPO	
Registration Number:	4992732	VERITEXT LEGAL SOLUTIONS	
Registration Number:	4121935	ATA TIFFANY ALLEY REPORTING & VIDEO	
Registration Number:	4121936	TIFFANY ALLEY GLOBAL REPORTING AND VIDEO	
Registration Number:	3364774	CAPITAL REPORTING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	MARK S. LEONARDO		
Address Line 1:	ONE FINANCIAL CENTER		

CH \$215.00 3863812

Address Line 2:	BROWN RUDNICK LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
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SIGNATURE:	/Mark S. Leonardo/
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DATE SIGNED:	02/17/2017
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Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 17, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT WITH RESPECT TO THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 17, 2017, is made by VERITEXT CORP., a Delaware corporation ("Veritext") and CAPITAL REPORTING COMPANY, a District of Columbia corporation ("CRC"; CRC and Veritext each, a "Grantor" and, collectively, the "Grantors") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent for the Lenders (as defined below) (in such capacity, "Agent" or "Grantee").

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Second Lien Credit Agreement dated as of February 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Veritext, VT BUYER ACQUISITION CORP., a Delaware corporation ("Borrower"), VT Holdco, LLC, a Delaware limited liability company ("VT Holdco"; and VT Holdco, collectively with Veritext and Borrower, "Co-Borrowers"), VT TopCo, Inc., a Delaware corporation, VT TopCo 2, Inc., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent.

WHEREAS, pursuant to that certain Amended and Restated Second Lien Guarantee and Collateral Agreement dated as of February 17, 2017, made by Borrower, VT Holdco, the Grantors and each other grantor from time to time party thereto in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has assigned and transferred to Agent, and granted to Agent, for the ratable benefit of the Lenders and (to the extent provided therein) their Affiliates, a continuing security interest in all of its Collateral (including all of its Trademark Collateral (as defined below)), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to extend credit thereunder, each Grantor hereby agrees with Agent, for the ratable benefit of the Lenders:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and terms defined in the Collateral Agreement and used herein shall have the meanings given to them in the Collateral Agreement.

2. Grant of Security Interest. Each Grantor hereby assigns and transfers to Agent, and hereby grants to Agent, for the ratable benefit of the Agent and Lenders and (to the extent provided in the Collateral Agreement) the Affiliates of Lenders, a continuing security interest in all of the following (the "Trademark Collateral"), now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) all trademarks, trade names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Exhibit A hereto ("Trademarks");

(b) the right to obtain all renewals thereof;

(c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(d) to the extent not included in the foregoing, all Proceeds and products of any of the foregoing; and

(e) all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that the Trademark Collateral shall not include the Excluded Property, including, for the avoidance of doubt, any Trademark application filed in the United States Patent and Trademark Office on the basis of such Grantor's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.).

3. Reference to Separate Agreements. This Agreement has been entered into by the Grantors and Grantee primarily for recording purposes. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee (or, if and as applicable, the Lenders) under and pursuant to the Credit Agreement (or the Collateral Agreement) but rather is intended to facilitate the exercise of such rights and

remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.

4. Termination. At such time as the Secured Obligations have been Paid in Full, the Trademark Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors.

5. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. Loan Document. This Agreement is a Loan Document under the Credit Agreement for all purposes of the Credit Agreement and the other Loan Documents.

8. Intercreditor Agreement. (a) Notwithstanding anything herein or in any other Loan Document to the contrary, prior to the Discharge of First Lien Obligations (as such term is defined in the Intercreditor Agreement), the requirements of this Agreement to deliver any Collateral, including any certificates, instruments or documents evidencing or related thereto, to the agent or any obligation with respect to the delivery, transfer, control, notation or provision of voting rights with respect to any Collateral, or any representations and warranties made by any Grantor herein with respect thereto, shall be deemed satisfied if such requirement, delivery, transfer, control, notation, provision, representation or warranty is made in favor of or with respect to the First Lien Agent as bailee for the Agent or otherwise in accordance with Section 3.3 of the Intercreditor Agreement.

(b) Notwithstanding anything herein or in any other Loan Document to the contrary, the parties hereto acknowledge that the priority of the security interest and Liens in the Collateral granted to the Agent herein for the benefit of the Agent and the Lenders, and the representations, duties, obligations and the exercise of rights and remedies provided for herein

are subject to the terms of the Intercreditor Agreement with respect to the priority of the security interest and Liens in the Collateral and the exercise of any rights and remedies hereunder. In the event any of the conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control. Notwithstanding the foregoing, each Grantor expressly acknowledges and agrees that the Intercreditor Agreement is solely for the benefit of the parties thereto, and that notwithstanding the fact that the exercise of certain of the Agent's and the Lenders' rights under this Agreement, the Credit Agreement and the other Loan Documents may be subject to the Intercreditor Agreement, no action taken or not taken by the Agent or any other Lender in accordance with the terms of the Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Agent or any other Lender of any rights such Person has with respect to any Grantor under this Agreement, the Credit Agreement or any other Loan Document and except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement, which, as among the Grantors and Agent shall remain in full force and effect with its terms.

9. Successors; Assigns. This Agreement shall be binding upon Grantors, Agent and their respective successors and assigns, and shall inure to the benefit of Grantors, Agent and the successors and assigns of Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Grantor may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of Lender Representative (provided that a merger, consolidation or other transaction not prohibited by the Loan Documents and involving any Grantor shall not constitute an assignment or transfer of such Grantor's rights or Obligations hereunder).

10. Amendment and Restatement. This Agreement shall be deemed to amend, restate and replace the Trademark Security Agreement dated as of January 29, 2016 ("Existing Trademark Security Agreement") made by certain of the Grantors in favor of Agent in its entirety. It is expressly understood and agreed by each of the parties hereto that this Agreement is in no way intended and shall not be deemed or construed to constitute a novation agreement. Grantors acknowledge and agree that (a) each reference in the Loan Documents to the "Trademark Security Agreement" shall be a reference to this Agreement and (b) with respect to matters prior to the date of this Agreement, all terms of the Existing Trademark Security Agreement are ratified and confirmed.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

VERITEXT CORP., as a Grantor

By: 

Name: Richard Antoneck

Title: Chief Financial Officer

CAPITAL REPORTING COMPANY, as a
Grantor

By: 

Name: Richard Antoneck

Title: Chief Financial Officer

[Signature Page to Second Lien Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005991 FRAME: 0734

ACKNOWLEDGED:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Agent

By: _____

Name:

Joshua B. James

Title:





Vice President

[Signature Page to Second Lien Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005991 FRAME: 0735

EXHIBIT A

TRADEMARK REGISTRATIONS & APPLICATIONS

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Veritext Corp.	VERITEXT	77/956,723	3,863,812	3/11/2010	10/19/2010
Veritext Corp.		77/956,735	3,863,813	3/11/2010	10/19/2010
Veritext Corp.	LAWSTUDIO	86/782,143	4,968,385	10/8/2015	5/31/2016
Veritext Corp.	POWERDEPO	85/382,303	4,108,833	7/27/2011	3/6/2012
Veritext Corp.		86/812,054	4,992,732	11/6/2015	7/5/2016
Veritext Corp.		85/434,208	4,121,935	9/28/2011	4/3/2012
Veritext Corp.		85/434,312	4,121,936	9/28/2011	4/3/2012
Capital Reporting Company	CAPITAL REPORTING COMPANY	77/158,534	3,364,774	4/17/2007	1/8/2008

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