

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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:	ANTARES CAPITAL LP, AS AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3863812	VERITEXT	
Registration Number:	3863813	VERITEXT NATIONAL DEPOSITION & LITIGATIO	
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:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-181		

CH \$215.00 3863812

NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	02/17/2017
Total Attachments: 6 source=Veritext - First Lien Trademark Security Agreement#page1.tif source=Veritext - First Lien Trademark Security Agreement#page2.tif source=Veritext - First Lien Trademark Security Agreement#page3.tif source=Veritext - First Lien Trademark Security Agreement#page4.tif source=Veritext - First Lien Trademark Security Agreement#page5.tif source=Veritext - First Lien Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS 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 ANTARES CAPITAL LP, as administrative agent for the Lenders (as defined below) (in such capacity, "Agent" or "Grantee").

RECITALS:

WHEREAS, reference is made to that certain First 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 First 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 Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, 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. 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 Agent (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).

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this 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 Trademark Security Agreement]

ACKNOWLEDGED:

ANTARES CAPITAL LP, as Agent

Colin W. Torrance





By: _____

Name: Colin Torrance

Title: Duly Authorized Signatory

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