

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The LIT Group, LLC		03/28/2017	Limited Liability Company: DELAWARE
Hutchings Court Reporters, LLC		03/28/2017	Limited Liability Company: CALIFORNIA
Litigation Services, LLC		03/28/2017	Limited Liability Company: NEVADA
Litigation Services & Technologies of Arizona, LLC		03/28/2017	Limited Liability Company: ARIZONA
Litigation Services & Technologies of Nevada, LLC		03/28/2017	Limited Liability Company: NEVADA
Litigation Services & Technologies of Utah, LLC		03/28/2017	Limited Liability Company: UTAH
Litigation Services and Technologies of Michigan, LLC		03/28/2017	Limited Liability Company: MICHIGAN
Litigation Services Management, LLC		03/28/2017	Limited Liability Company: NEVADA
Sunshine Reporting & Litigation Services, LLC		03/25/2017	Limited Liability Company: NEVADA
Litigation Services and Technologies of Florida, LLC		03/28/2017	Limited Liability Company: FLORIDA
Litigation Services and Technologies of California, LLC		03/28/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	AloStar Bank of Commerce		
Street Address:	3630 Peachtree Road, NE		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	an Alabama banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 3			

CH \$90.00 3786826

Property Type	Number	Word Mark
Registration Number:	3786826	LITIGATION SERVICES
Registration Number:	3198493	GOLKOW LITIGATION TECHNOLOGIES
Registration Number:	3597965	PRECISION TRIAL SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 4045228409
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.
Phone: 404-420-5527
Email: rjk@phrd.com
Correspondent Name: Rhonda J. Kenyeri, Paralegal
Address Line 1: 303 Peachtree Street, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	03/30/2017

Total Attachments: 12

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made on March 28, 2017, among **ALOSTAR BANK OF COMMERCE**, an Alabama banking corporation having an office at 3630 Peachtree Road, NE, Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "**Lender**"), **THE LIT GROUP, LLC**, a Delaware limited liability company ("**LIT**"), **HUTCHINGS COURT REPORTERS, LLC**, a California limited liability company ("**Hutchings**"), **LITIGATION SERVICES, LLC**, a Nevada limited liability company ("**Litigation Services**"), **LITIGATION SERVICES & TECHNOLOGIES OF ARIZONA, LLC**, an Arizona limited liability company ("**Litigation Services – Arizona**"), **LITIGATION SERVICES & TECHNOLOGIES OF NEVADA, LLC**, a Nevada limited liability company ("**Litigation Services – Nevada**"), **LITIGATION SERVICES & TECHNOLOGIES OF UTAH, LLC**, a Utah limited liability company ("**Litigation Services – Utah**"), **LITIGATION SERVICES AND TECHNOLOGIES OF MICHIGAN, LLC**, a Michigan limited liability company ("**Litigation Services – Michigan**"), **LITIGATION SERVICES MANAGEMENT, LLC**, a Nevada limited liability company ("**Litigation Services Management**"), **SUNSHINE REPORTING & LITIGATION SERVICES, LLC**, a Nevada limited liability company ("**Sunshine**"), **LITIGATION SERVICES AND TECHNOLOGIES OF FLORIDA, LLC**, a Florida limited liability company ("**Litigation Services – Florida**"), and **LITIGATION SERVICES AND TECHNOLOGIES OF CALIFORNIA, LLC**, a Nevada limited liability company ("**Litigation Services – California**"; **LIT**, **Hutchings**, **Litigation Services**, **Litigation Services – Arizona**, **Litigation Services – Nevada**, **Litigation Services – Utah**, **Litigation Services – Michigan**, **Litigation Services Management**, **Sunshine**, **Litigation Services – Florida** and **Litigation Services – California** are hereinafter referred to collectively, jointly and severally, as "**Companies**" and each individually as "**Company**").

Recitals:

Companies and Lender are parties to that certain Loan and Security Agreement dated May 30, 2014 (as at any time amended, restated, modified or supplemented, the "**Loan Agreement**"), pursuant to which Lender has made loans and other financial accommodations to Companies.

In connection with the Loan Agreement certain Companies and Lender executed that certain Trademark Security Agreement dated May 30, 2014, as amended and restated by that certain Amended and Restated Trademark Security dated March 18, 2016 among Companies and Lender (the "**Original Trademark Security Agreement**").

Companies have now entered into that certain Sixth Amendment to Loan and Security Agreement (the "**Amendment**") on or about the date hereof, which amends the Loan Agreement. It is a condition precedent to the effectiveness of the Amendment that the parties execute this Agreement.

The parties hereto agree that the Original Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and each Company agrees to ratify, renew and continue the prior grant and assignment of, and security interest in, the Trademark Collateral described herein to Lender, to ensure and secure the prompt payment and performance of the Obligations.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall have the meaning given such term in the Loan Agreement; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby ratifies, reaffirms, renews and continues its prior grant of a security interest in favor of Lender in all of the Trademark Collateral described in the Original Trademark Security Agreement, and hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against such Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Companies are the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without

limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Such Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement (including, without limitation, the rights set forth in Section 8.4 of the Loan Agreement).

6. Until Full Payment of all of the Obligations, each Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, each Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice, or demand whatsoever to each Company, each of which such Company hereby expressly waives, collect directly any payments due such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the

Trademark Collateral. Each Company hereby agrees that ten (10) days prior written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of such Company, which right such Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by each Company (it being the intent of such Company and Lender that such Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by such Company on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Revolver Loans based on the Base Rate.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Such Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all

rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by such Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events such Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and such Company shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at such Company's expense, and such Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each

Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

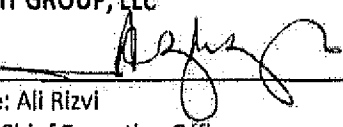
22. To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

23. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Original Trademark Security Agreement, nor do they constitute a novation with respect thereto. All security interests, pledges, assignments, and other Liens previously granted by a Company pursuant to the Original Trademark Security Agreement are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations.

[Remainder of page intentionally left blank;
signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal on the date first written above.


ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers


THE LIT GROUP, LLC
By: 
Name: Ali Rizvi
Title: Chief Executive Officer

[SEAL]

HUTCHINGS COURT REPORTERS, LLC

By: The LIT Group, LLC
Its: Sole Member


ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers


By: 
Name: Ali Rizvi
Title: Chief Executive Officer

[SEAL]

LITIGATION SERVICES, LLC

By: The LIT Group, LLC
Its: Manager


ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

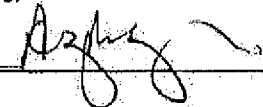
By: 
Name: Ali Rizvi
Title: Chief Executive Officer

[SEAL]

LITIGATION SERVICES & TECHNOLOGIES OF ARIZONA, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

By: The LIT Group, LLC
Its: Manager
By: 
Name: Ali Rizvi
Title: Chief Executive Officer


[SEAL]

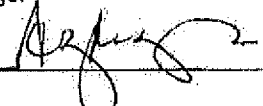
{Signatures continue on the following pages}

LITIGATION SERVICES & TECHNOLOGIES OF NEVADA, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers


By: 
Name: Ali Rizvi
Title: Chief Executive Officer

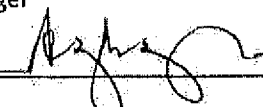
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LITIGATION SERVICES & TECHNOLOGIES OF UTAH, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

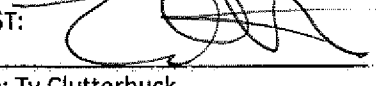
By: 
Name: Ali Rizvi
Title: Chief Executive Officer

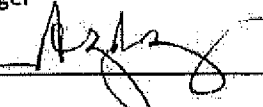
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LITIGATION SERVICES AND TECHNOLOGIES OF MICHIGAN, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

By: 
Name: Ali Rizvi
Title: Chief Executive Officer


[SEAL]


[Signatures continue on the following pages]

LITIGATION SERVICES MANAGEMENT, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

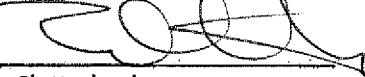
By: 
Name: Ali Rizvi
Title: Chief Executive Officer

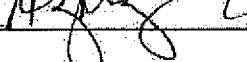
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SUNSHINE REPORTING & LITIGATION SERVICES, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

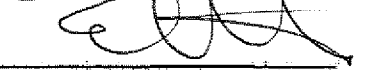
By: 
Name: Ali Rizvi
Title: Chief Executive Officer


[SEAL]

LITIGATION SERVICES AND TECHNOLOGIES OF FLORIDA, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST: 
By: _____
Name: Ty Clutterbuck
Title: Chairman of the Board of Managers

By: 
Name: Ali Rizvi
Title: Chief Executive Officer

[SEAL]

[Signatures continue on the following pages.]

LITIGATION SERVICES AND TECHNOLOGIES OF CALIFORNIA, LLC

By: Litigation Services, LLC
Its: Sole Member and Manager

By: The LIT Group, LLC
Its: Manager

ATTEST:

By: 

Name: Ty Clutterbuck

Title: Chairman of the Board of Managers

By: 

Name: Ali Rizvi

Title: Chief Executive Officer

[SEAL]

[Signatures continue on the following page.]

LENDER:

ALOSTAR BANK OF COMMERCE

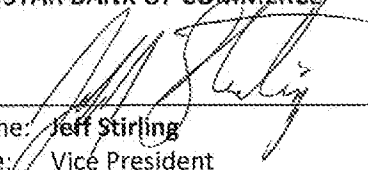

By: 
Name: **Jeff Stirling**
Title: Vice President

EXHIBIT A

United States Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Litigation Services	3786826	05/11/2010	Litigation Services Management, LLC as successor in interest to Litigation Services and Technologies, LLC (also known as Litigation Services & Technologies, LLC)
GOLKOW LITIGATION TECHNOLOGIES	3,198,493	01/16/2007	The LIT Group, LLC
PRECISION TRIAL SOLUTIONS and Design 	3,597,965	03/31/2009	The LIT Group, LLC

United States Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
None			

Foreign Trademarks and Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application or Registration Number</u>	<u>Application or Registration Date</u>
GOLKOW LITIGATION TECHNOLOGIES	United Kingdom	2421035	11/24/2006