

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM473963

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
SEQUENCE:		2	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BL Rankings, LLC		05/08/2018	Limited Liability Company: New York
RECEIVING PARTY DATA			
Name:	BL DebiCo, LLC, as agent		
Street Address:	335 N. Maple Drive, Suite 240		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4023150	BEST LAWYERS	
Registration Number:	3699241	BEST LAWYERS	
Registration Number:	2781013	BEST LAWYERS	
Registration Number:	5336415	PURELY PEER REVIEW	
Registration Number:	1916381	THE BEST LAWYERS IN AMERICA	
Registration Number:	1922393	THE BEST LAWYERS IN AMERICA	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	ablackburn@honigman.com		
Correspondent Name:	Angela Alvarez Sujek, Honigman		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	225828-424164		
NAME OF SUBMITTER:	Amanda M. Blackburn		
SIGNATURE:	/Amanda M. Blackburn/		

CALIFORNIA 4023150

<b>DATE SIGNED:</b>	05/15/2018
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**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this May 8, 2018, among the Grantor listed on the signature pages hereof (“Grantor”), and BL DebtCo, LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of May 8, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among BL MidCo, LLC, a Delaware limited liability company (“Holdco”), BL Rankings, LLC, a New York limited liability company (“BL Rankings” and, together with Holdco, collectively, the “Company”), Lawyer Register LLC, a South Carolina limited liability company, and Best Lawyers, LLC, a South Carolina limited liability company, the Grantors, the other Guarantors from time to time party thereto (together with the Company and the Grantors the “Company Parties”), the Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of May 8, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I hereto and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral 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. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

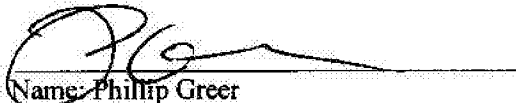
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

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

**GRANTOR:**

BL RANKINGS, LLC, a New York limited liability company

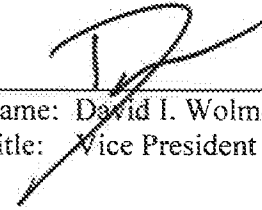
By:   
Name: Phillip Greer  
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK  
REEL: 006331 FRAME: 0073

ACCEPTED AND ACKNOWLEDGED BY:

BL DEBTCO, LLC

By:   
Name: David I. Wolmer  
Title: Vice President

**SCHEDULE I**

**TO**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>COUNTRY/JURISDICTION</b>	<b>MARK/NAME/AN/RN</b>	<b>STATUS/KEY DATES</b>	<b>BRIEF GOODS/SERVICES</b>	<b>OWNER INFORMATION</b>
United States (Federal)	BEST LAWYERS RN: 4023150 SN: 77662000	Registered Principal Register - Sec. 2(F) 8 & 15 December 29, 2016 Int'l Class: 16 First Use: December 31, 2009 Filed: February 3, 2009 Registered: September 6, 2011	(Int'l Class: 16) books and printed publications in the nature of directories in the field of law	Woodward/White, Inc. (SOUTH CAROLINA CORP.) 129 1st Avenue, SW Aiken, South Carolina 29801 United States of America
United States (Federal)	BEST LAWYERS RN: 3899241 SN: 77980341	Registered Principal Register - Sec. 2(F) 8 & 15 April 15, 2016 Int'l Class: 09,20 First Use: December 31, 1990 Int'l Class: 35 First Use: December 31, 1998 Int'l Class: 41 First Use: October 31,	(Int'l Class: 09) downloadable electronic publications in the nature of articles in the field of law (Int'l Class: 20) recognition plaques made of wood and plastic (Int'l Class: 35) compilation and	Woodward/White, Inc. (SOUTH CAROLINA CORP.) 237 Park Ave SW, 1st Floor Aiken, South Carolina 29801 United States of America

Trademark Security Agreement

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COUNTRY/JURISDICTION	MARK/NAME/AN/RN	STATUS/KEY DATES	BRIEF GOODS/SERVICES	OWNER INFORMATION
		1983 Int'l Class: 45 First Use: September 30, 1990 Filed: February 3, 2009 Registered: January 4, 2011	systemization of information into computer databases; expert witness referral services for legal matters (Int'l Class: 41) recognition and incentives by way of awards to demonstrate excellence in the field of law (Int'l Class: 45) online information in the field of law provided online from databases or the internet	
United States (Federal)	BEST LAWYERS RN: 2781013 SN: 75936395	Renewed Principal Register - Sec. 2(F) November 11, 2013 Int'l Class: 35 First Use: March, 1992 Filed: March 8, 2000 Registered: November 11, 2003 Last Renewal: November 11, 2013	(Int'l Class: 35) lawyer referral services	Woodward/White, Inc. (NEW YORK CORP.) 1359 Silver Bluff Road, Suite F2 Aiken, South Carolina 29803 United States of America

Trademark Security Agreement

27314749.2

COUNTRY/JURISDICTION	MARK/NAME/AN/RN	STATUS/KEY DATES	BRIEF GOODS/SERVICES	OWNER INFORMATION
United States (Federal)	PURELY PEER REVIEW RN: 5336415 SN: 87130624	Registered November 14, 2017 Int'l Class: 16,41,45 First Use: February 18, 2017 Filed: August 8, 2016 Registered: November 14, 2017	(Int'l Class: 16) books and printed publications in the nature of directories in the field of law (Int'l Class: 41) providing recognition and incentives by way of awards to demonstrate excellence in the field of law (Int'l Class: 45) providing online information in the field of law provided online from databases or the internet	Woodward/White, Inc. (SOUTH CAROLINA CORP.) 237 Park Avenue SW, 1st Floor Aiken, South Carolina 29801 United States of America
United States (Federal)	THE BEST LAWYERS IN AMERICA RN: 1916381 SN: 74463321	Renewed September 5, 2015 Int'l Class: 16 First Use: May, 1987 Filed: November 26, 1993 Registered: September 5, 1995 Last Renewal: September 5, 2015	(Int'l Class: 16) series of printed directories of lawyers	Woodward/White, Inc. (NEW YORK CORP.) 237 Park Ave, SW, 1st Floor Aiken, South Carolina 29801 United States of America

Trademark Security Agreement

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COUNTRY/JURISDICTION	MARK/NAME/AN/RN	STATUS/KEY DATES	BRIEF GOODS/SERVICES	OWNER INFORMATION
United States (Federal)	THE BEST LAWYERS IN AMERICA RN: 1922393 SN: 74802199	Renewed September 26, 2015 Int'l Class: 35 First Use: March, 1992 Filed: November 26, 1993 Registered: September 26, 1995 Last Renewal: September 26, 2015	(Int'l Class: 35) referral service for those wanting the name of a lawyer for a particular expertise or geographical area	Woodward/White, Inc. (NEW YORK CORP.) 1359 Silver Bluff Road Suite F2 Aiken, South Carolina 29803 United States of America