

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERITEXT CORP.		08/01/2018	Corporation: DELAWARE
CAPITAL REPORTING COMPANY		08/01/2018	Corporation: D.C.

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, as the Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3863812	VERITEXT
Registration Number:	3364774	CAPITAL REPORTING COMPANY
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:	4472532	THE WRITE EXPERIENCE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

OP \$215.00 3863812

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F178471 2L TM IPSA
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	08/06/2018
Total Attachments: 6 source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif source=Second Lien Trademark Security Agreement#page6.tif source=Second Lien Trademark Security Agreement#page7.tif	

Execution Version

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Priority Representative hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Jefferies Finance LLC, as Senior Priority Representative, Jefferies Finance LLC, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Priority Representative hereunder, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of August 1, 2018, is made by VERITEXT CORP., a Delaware corporation (“**Veritext**”) and CAPITAL REPORTING COMPANY, a District of Columbia corporation (together with Veritext, the “**Grantors**” and each a “**Grantor**”), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a

Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).


SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED

PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

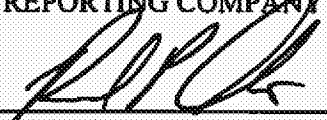
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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

VERITEXT CORP.

By: 
Name: Richard Antoneck
Title: Chief Financial Officer

CAPITAL REPORTING COMPANY

By: 
Name: Richard Antoneck
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK AGREEMENT SUPPLEMENT]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

VERITEXT CORP.


By: _____
Name:
Title:

CAPITAL REPORTING COMPANY




By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By:  _____
Name: John Koehler
Title: Senior Vice President

SCHEDULE A

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
VERITEXT	U.S.	Registered	77/956,723	3/11/2010	3,863,812	10/19/2010	Veritext Corp.
CAPITAL REPORTING COMPANY	U.S.	Registered	77/158,534	4/17/2007	3,364,774	1/08/2008	Capital Reporting Company
LAWSTUDIO	U.S.	Registered	86/782,143	10/8/2015	4,968,385	5/31/16	Veritext Corp.
POWER DEPO	U.S.	Registered	85/382,303	7/27/2011	4,108,833	3/6/2012	Veritext Corp.
 VERITEXT <small>LEGAL SOLUTIONS</small>	U.S.	Registered	86/812,054	11/6/2015	4,992,732	7/5/16	Veritext Corp.
 TIFFANYALLEY <small>REPORTING & VIDEO</small>	U.S.	Registered	85/434,208	9/28/2011	4,121,935	4/3/2012	Veritext Corp.
 TIFFANYALLEY <small>GLOBAL REPORTING AND VIDEO</small>	U.S.	Registered	85/434,312	9/28/2011	4,121,936	4/3/2012	Veritext Corp.
THE WRITE EXPERIENCE	US	Registered	85/879,347	3/18/2013	4472532	1/21/2014	Veritext Corp., as assignee of David Feldman Worldwide