

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM575773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DecisionQuest, LLC		05/08/2020	Limited Liability Company: CALIFORNIA
U.S. Legal Support, Inc.		05/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 S. Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3315495	DECISIONQUEST	
Registration Number:	3498478	DQPROJECTS	
Registration Number:	3498477	DQCASES	
Registration Number:	2901776	MOMENT-TO-MOMENT	
Registration Number:	3086729	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN	
Registration Number:	3091581	THE BEST CASE SCENARIO	
Registration Number:	3155100	ALWAYS KEEP THE END IN MIND	
Registration Number:	3134246	(BEGIN AT THE END) TO DISCOVER YOUR BEST	
Registration Number:	3140362	(BEGIN AT THE END)	
Registration Number:	1755933	DECISIONQUEST	
Registration Number:	1820850	DQ	
Registration Number:	3226733	DECISION.POINTS	
Registration Number:	2880368	LITIGATION LIFECYCLE	
Registration Number:	4534617	DECISIONPOINTS	
Registration Number:	4544765	CASEEXPLORER	
Registration Number:	4563345	CASEEXPLORER MEDIATION	
Registration Number:	4563346	CASEEXPLORER MEDIATIONS	
TRADEMARK			

OP \$515.00 3315495

Property Type	Number	Word Mark
Registration Number:	4624648	JURYLIVE
Registration Number:	5065576	LITIVATE
Registration Number:	4719831	TLS

CORRESPONDENCE DATA

Fax Number: 7043432000

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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	05/11/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 8, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by U.S. Legal Support, Inc., a Delaware corporation (“**USLS**”), DecisionQuest, LLC, a California limited liability company (“**DecisionQuest**”, and collectively with USLS, the “**Grantors**” and each individually, a “**Grantor**”) in favor of Barings Finance LLC, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, USLS is party to a Security Agreement dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “**Security Agreement**”) pursuant to which such Grantor has granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, DecisionQuest is party to a Security Agreement Supplement dated of even date herewith, pursuant to which such Grantor has been joined to the Security Agreement and has granted a security interest to the Administrative Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof 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 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

U.S. LEGAL SUPPORT, INC.

By: _____

Name: Charles F. Schugart

Title: President

DECISIONQUEST, LLC

By: _____

Name: Charles F. Schugart

Title: President and Chief Executive Officer

BARINGS FINANCE LLC,
as Administrative Agent

By: _____

Name: Max McEwen

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App. / Reg. Nos.</u>	<u>App./Reg. Date</u>
DECISIONQUEST, LLC	DECISIONQUEST	REGISTERED	3315495	10/23/2007
DECISIONQUEST, LLC	DQPROJECTS	REGISTERED	3498478	9/9/2008
DECISIONQUEST, LLC	DQCASES	REGISTERED	3498477	9/9/2008
DECISIONQUEST, LLC	MOMENT-TO-MOMENT	RENEWED	2901776	11/9/2004
DECISIONQUEST, LLC	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN	RENEWED	3086729	4/25/2006
DECISIONQUEST, LLC	THE BEST CASE SCENARIO	RENEWED	3091581	5/9/2006
DECISIONQUEST, LLC	ALWAYS KEEP THE END IN MIND	REGISTERED	3155100	10/10/2006
DECISIONQUEST, LLC	(BEGIN AT THE END) TO DISCOVER YOUR BEST CASE SCENARIO	RENEWED	3134246	8/22/2006
DECISIONQUEST, LLC	(BEGIN AT THE END)	REGISTERED	3140362	9/5/2006
DECISIONQUEST, LLC	(US) DECISIONQUEST	RENEWED	1755933	3/2/1993
DECISIONQUEST, LLC	DQ	RENEWED	1820850	2/8/1994
DECISIONQUEST, LLC	DECISION POINTS	RENEWED	3226733	4/10/2007
DECISIONQUEST, LLC	LITIGATION LIFECYCLE	RENEWED	2880368	8/31/2004
DECISIONQUEST, LLC	DECISIONPOINTS	REGISTERED	4534617	5/20/2014
DECISIONQUEST, LLC	CASEEXPLORER	REGISTERED	4544765	6/3/2014
DECISIONQUEST, LLC	CASEEXPLORER MEDIATION	REGISTERED	4563345	7/8/2014
DECISIONQUEST, LLC	CASEEXPLORER MEDIATIONS	REGISTERED	4563346	7/8/2014
DECISIONQUEST, LLC	JURYLIVE	REGISTERED	4624648	10/21/2014
U.S. LEGAL SUPPORT, INC.	LITIVATE	REGISTERED	5065576	10/18/2016
U.S. LEGAL SUPPORT, INC.	TLS	REGISTERED	4719831	04/14/2015