

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esquire Deposition Solutions, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5318898	DEPOSUITES	
Registration Number:	5045917	SMARTTRANSCRIPT	
Registration Number:	4621513	ESQUIRE DEPOSITION SOLUTIONS	
Registration Number:	4601844	ESQUIRE DEPOSITION SOLUTIONS	
Registration Number:	4549903	ESQUIRE SOLUTIONS	
Registration Number:	4548042	ESQUIRE	
Registration Number:	2849968	ESQUIRE DEPOSITION SERVICES	
Registration Number:	6932448	ELITIGATE	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$215.00 5318898

ATTORNEY DOCKET NUMBER:	7428.086
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/30/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2022, is made by ESQUIRE DEPOSITION SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of Twin Brook Capital Partners, LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor and EDS ACQUIRER CORP., a Delaware corporation, as borrowers, the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 30, 2022 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, 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 owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, 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);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

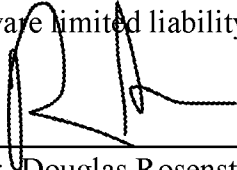
The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State Of New York, be governed by and shall be construed and enforced in accordance with the laws of the State of New York.

[signature pages follow]


IN WITNESS WHEREOF, 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.

ESQUIRE DEPOSITION SOLUTIONS, LLC, a
Delaware limited liability company, as Grantor

By: 
Name: Douglas Rosenstein
Title: Vice President

ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By:  _____
Name: Kimberly Trick _____
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Grantor	Trademark Name	Reg. No.	Reg. Date
Esquire Deposition Solutions, LLC	DEPOSUITES	5318898	10/24/17
Esquire Deposition Solutions, LLC	SMARTTRANSCRIPT	5045917	09/20/16
Esquire Deposition Solutions, LLC	ESQUIRE DEPOSITION SOLUTIONS	4621513	10/14/14
Esquire Deposition Solutions, LLC	ESQUIRE DEPOSITION SOLUTIONS	4601844	09/09/14
Esquire Deposition Solutions, LLC	ESQUIRE SOLUTIONS	4549903	06/17/14
Esquire Deposition Solutions, LLC	ESQUIRE	4548042	06/10/14
Esquire Deposition Solutions, LLC	ESQUIRE DEPOSITION SERVICES	2849968	06/08/04
Esquire Deposition Solutions, LLC	ELITIGATE	6932448	12/20/22