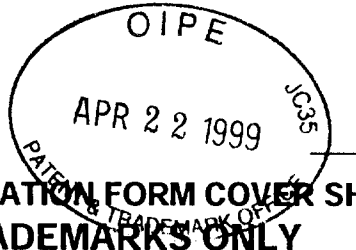


04-30-1999



101024762

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/27/1999 DNGUYEN 00000149 1749050

01 FC:481 40.00 0P
02 FC:482 50.00 0P

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 1889 FRAME: 0679

4-22-99

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1749050"/>	<input type="text" value="1983429"/>	<input type="text" value="74/151719"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

A4045.047

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

William E. Powell, III
Name of Person Signing

W.E. Powell
Signature

April 22, 1999
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

ALLIED INVESTMENT CORPORATION

DBA/AKA/TA

Composed of

Address (line 1)

1919 Pennsylvania Avenue, N.W.

Address (line 2)

Washington, DC 20006-3434

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

MARYLAND

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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THIS SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF A SUBORDINATION AGREEMENT IN FAVOR OF NATIONSBANK, N.A., DATED MARCH 29, 1999 ("SUBORDINATION AGREEMENT"). THE EXERCISE OF ALL RIGHTS AND REMEDIES UNDER THE SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY ARE SUBJECT TO THE RIGHTS AND REMEDIES OF NATIONSBANK FOR ITSELF, AND ITS PARTICIPANTS, PURSUANT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY

THIS SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY (this "Agreement") is made as of March 29, 1999 by and between FTI Consulting, Inc., a Maryland corporation (collectively with its successors and assigns the "Grantor") and Allied Capital Corporation and Allied Investment Corporation, each a Maryland corporation (collectively with its successors and assigns, the "Secured Party").

RECITALS

(a) On the date hereof, the Grantor, the Secured Party and the other parties named therein entered into a certain Investment and Loan Agreement (hereinafter, with all modifications, renewals, extensions and replacements thereof and therefor, the "Loan Agreement"), pursuant to which the Secured Party shall make a loan to the Grantor of Thirteen Million Dollars (\$13,000,000) (hereinafter, with all modifications, renewals, extensions and replacements thereof and therefor, the "Loan"), to be evidenced by certain Subordinated Debentures in the principal amount of the Loan, payable to the order of the Secured Party (hereinafter, with all modifications, renewals, extensions and replacements thereof and therefor, the "Debentures").

(b) The Loan Agreement further provides for the granting by the Grantor of a lien and security interest in its respective Intellectual Property, as collateral security for the Loan and the obligations set out in the Loan Agreement.

PROVISIONS

In consideration of the premises and the covenants herein, and for other good and valuable consideration, the undersigned parties agree as set forth below.

1. **Grant Of Security Interest.** The Grantor hereby grants to the Secured Party a security interest in all of its now-existing or hereafter acquired right, title and interest in, under and to all of the patents, trademarks, service marks, mask works, copyrights, licenses, and other intellectual property, including (without limitation) items identified in Schedule A attached hereto; all patent, service mark, trademark and mask work applications relating in any way to the subject matter of the foregoing, and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof, together in each case with the goodwill of the Grantor's business connected with the use of each

trademark or service mark, and symbolized by the trademark or service mark (all of the foregoing being hereinafter collectively referred to as the "Intellectual Property"); and any and all proceeds thereof, including, without limitation, any present and future claims of the Grantor against third parties for infringement of the Intellectual Property. All the foregoing is hereinafter collectively referred to as "Collateral".

2. **Obligations Secured.** This Agreement is made to the Secured Party (and any subsequent holders of the Debentures and/or assignees of the Loan Agreement), to secure repayment of the Loan, payment and performance of all now-existing and future obligations of the Grantor to the Secured Party under the Loan Agreement and all other present and future obligations of the Grantor to the Secured Party (hereinafter collectively, "Obligations").

3. **Warranties And Covenants.**

(a) **No Transfer.** The Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except as such action is expressly permitted hereunder.

(b) **Lien Perfection.** The Grantor will at its own expense perform all acts necessary to execute, perfect, maintain, record or enforce the security interest granted herein in the Collateral or otherwise to further the provisions of this Agreement. The Grantor hereby agrees to execute one or more financing statements (or similar documents) with respect to the Collateral and authorizes the Secured Party to file and/or record same among the public record. Furthermore, the Grantor hereby authorizes the Secured Party to record this Agreement among the records of the U.S. Patent and Trademark Office.

(c) **Notice of Subsequent Applications.** Upon the request of the Secured Party, the Grantor shall deliver to the Secured Party copies of any and all application documents and other papers in respect to such an application when such application documents are filed.

(d) **No Abandonment.** Unless determined by the Grantor to be in the best interests of the Grantor, the Grantor will neither do any act, nor omit to do any act, whereby any patent, trademark or service mark which is part of the Collateral becomes abandoned or unenforceable. The Grantor shall immediately notify the Secured Party in writing if it knows or has reason to know of any reason why any application, service mark, trademark or patent may become abandoned, invalidated or the subject of any suit, action or proceeding.

(e) **Maintenance.** The Grantor will render any reasonable assistance necessary to the Secured Party without cost to the Secured Party in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application which is part of the Collateral and all Intellectual Property, including, without limitation, the filing of renewals and paying of annuities.

(f) Duty to Notify. The Grantor will promptly notify the Secured Party of any use by any person or any infringement of the Intellectual Property, and any litigation related to the Collateral.

4. The Secured Party's Remedies. Upon declaration of default under any of the Obligations and in addition to all other rights and remedies of the Secured Party, whether provided by law or otherwise, the Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, the Grantor except as such notice or consent is expressly provided for herein.

(a) Stop Use. The Secured Party may require that neither the Grantor nor any affiliate or subsidiary of the Grantor make any use of the Intellectual Property for any purpose whatsoever.

(b) Disclosure. The Secured Party may disclose confidential or proprietary information relating to the Grantor or any Intellectual Property however obtained, to any person being solicited to purchase or otherwise receive any Intellectual Property, or in any other circumstance wherein the Secured Party in its sole discretion determines that such disclosure will assist its exercise of another right or remedy available to it.

(c) Licenses. Upon ten (10) days notice to the Grantor, the Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

(d) Sale. Upon ten (10) days prior notice to the Grantor, the Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. The Secured Party shall have the power to buy the Collateral or any part thereof, and shall also have the power to execute assurances and perform all other acts which the Secured Party may, in the Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(e) Power of Attorney. In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraph (c) above, the Secured Party may at any time after default under the Obligations execute and deliver on behalf of the Grantor, one or more instruments of assignment of all or any part of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration (as the case may be). The Grantor agrees to pay when due all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

(f) Application of Proceeds; Deficiency. The Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation, to reasonable attorneys' fees incurred by the Secured Party. Thereafter, the Secured Party may apply any remaining proceeds to such of the Obligations as the

Secured Party may in its sole discretion determine. The Grantor shall remain liable to the Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and the Grantor will pay the Secured Party on demand any such unpaid amount, together with interest at the interest rate set forth in the Debentures.

(g) Trade Secrets. In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an event of default under any of the Obligations, the Grantor shall supply to the Secured Party or the Secured Party's designee, its knowledge and expertise relating to the manufacture and sale of products according to the patented inventions and to the provision of services to customers through the use of the Intellectual Property, and its customer lists and other records relating to such products and services.

(h) Uniform Commercial Code. In addition to other rights and remedies provided herein or otherwise available to the Secured Party, the Secured Party shall have, in respect to the Collateral, all rights and remedies of a secured party under Article 9 (or any corresponding article) of the applicable Uniform Commercial Code, whether or not the said Code would otherwise be applicable to the Secured Party's rights herein.

5. No Duty On The Secured Party; Non-Exclusive. Nothing herein shall be construed as requiring the Secured Party to take any action provided for herein at any time. All of the Secured Party's rights and remedies, whether provided by law, under terms of the Obligations, in this Agreement or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

6. Miscellaneous.

(a) Satisfaction. Upon the satisfactory completion of all the terms and conditions of this Agreement and the Obligations and upon full and undefeasible payment of all monies due thereunder, the Secured Party will execute a release of its security interest in the Intellectual Property and deliver that release to the Grantor for filing by it at the Grantor's expense.

(b) No Waiver. Any failure or delay by the Secured Party to require strict performance by the Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect the Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of the Secured Party, its agents, officers or employees, but only by an instrument in writing, signed by an officer of the Secured Party and directed to the Grantor, specifying such waiver.

(c) Notice. All notices, requests and demands to or upon the respective parties hereto shall be provided in accordance with, and governed by the terms of the Loan Agreement.

(d) Severability; Captions. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of the this Agreement.

(e) Parties; Changes. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Secured Party, and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and signed by the party to be charged thereby.

(f) Choice of Law. Venue and Jurisdiction. Service of Process. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the District of Columbia, without regard to its principles of conflicts of law. Venue for any adjudication hereof shall be only in the courts of the District of Columbia or the Federal courts in the District of Columbia, to the jurisdiction of which courts all parties hereby submit, as the agreement of such parties, as not inconvenient and as not subject to review by any court other than such courts in the District of Columbia. The Grantor intends and agrees that the courts of the jurisdictions in which the Grantor is incorporated and conducts business shall afford full faith and credit to any judgment rendered by a court of the District of Columbia against the Grantor hereunder, and that such District of Columbia and federal courts shall have in personam jurisdiction to enter a valid judgment against the Grantor. Service of any summons and/or complaint hereunder and any other process which may be served on the Grantor in any action in respect hereto, may be made by mailing via registered mail or delivering a copy of such process, to the address last provided by the Grantor to the Secured Party. The Grantor agrees that this submission to jurisdiction and consent to service of process are reasonable and made for the express benefit of the Secured Party.

(g) WAIVER OF JURY TRIAL. THE GRANTOR WAIVES ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES IN RESPECT HERETO. THE GRANTOR ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL TERM OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT EXTEND ANY FUNDS UNDER THE DEBENTURES IF THIS WAIVER OF JURY TRIAL WERE NOT A PART HEREOF. THE GRANTOR ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT IT MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH, OR THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS CHOICE. THE GRANTOR AGREES THAT ALL SUCH CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.

(h) No Marshalling. Notwithstanding the existence of any other security interests held by the Secured Party or by any other party, the Secured Party shall have the right to determine the order in which any or all of the Collateral shall be subjected to

the remedies provided herein. The Secured Party shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. The Grantor, any party who becomes liable for the Grantor's obligations and covenants under this Agreement, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require any marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

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the remedies provided herein. The Secured Party shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. The Grantor, any party who becomes liable for the Grantor's obligations and covenants under this Agreement, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require any marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

FTI CONSULTING, INC.

Seal

By: *PB*
Name: PATRICK A BRADY
Title: EXECUTIVE VICE PRESIDENT

_____)
) SS:
_____)

On this the 29 day of March, 1999, before me, Jeanne Zierdt, the undersigned officer, personally appeared Pat Brady, who acknowledged himself to be the Executive Vice President of FTI Consulting, Inc., a Maryland corporation, and that he, as such, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of such corporation as its.

WITNESS my hand and official seal this 29 day of March, 1999.

Jeanne Zierdt
Notary Public

Notarial Seal
My Commission Expires: _____

JEANNE M. ZIERDT
Notary Public
Anne Arundel County
State of Maryland
Commission Expires April 12, 1999

SCHEDULE A

Schedule of Intellectual Property

Trademarks, Servicemarks or trade or servicemark Applications

	Mark	Registration Number	Date	If foreign, what country?
1	FTI Logo & Name	1749050	1/26/93	
2	CBTrial	1983429	7/2/96	
3	Visual Packaging	74/151719	N/A	
4				
5				

Patents, Copyrights, Mask Works or Application

	Name	Inventor or Author Number	Date	If foreign, what country?
1				
2				
3				
4		N/A		
5				
6				
7				

Licenses

	Patent, work or mark	Registration Number	Licensor	Date	If foreign, what country?
1					
2					
3		N/A			
4					
5					