

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FTI Consulting Technology Software Corp.		11/27/2012	CORPORATION: WASHINGTON
FTI Consulting (SC) Inc.		11/27/2012	CORPORATION: NEW YORK
FTI Consulting, Inc.		11/27/2012	CORPORATION: MARYLAND
FTI Consulting Technology LLC		11/27/2012	LIMITED LIABILITY COMPANY: MARYLAND
Compas Lexecon LLC		11/27/2012	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3422071	ATTENEX
Registration Number:	2766309	ATTENEX
Registration Number:	3028952	ATTENEX
Registration Number:	2738765	PATTERNS
Registration Number:	3361117	COMMUNITY POWER ALLIANCE
Registration Number:	3747282	COMPASS LEXECON
Registration Number:	3745115	COMPASS LEXECON
Registration Number:	3796541	FD KINESIS
Registration Number:	3796542	FD KINESIS

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Registration Number:	3928851	FTI
Registration Number:	2779050	FTI
Registration Number:	1415368	FTI
Registration Number:	3941049	FTI CONSULTING
Registration Number:	4195486	FTI CONSULTING
Registration Number:	3538595	FTI PALLADIUM PARTNERS
Registration Number:	3784509	QUICKCULL
Registration Number:	3551019	QUICKCULL
Registration Number:	2438462	TRIALMAX
Registration Number:	4033540	PROTRACK
Registration Number:	3907977	PROTREND
Registration Number:	2763167	
Registration Number:	2763168	RINGTAIL
Registration Number:	3959049	ACUITY
Registration Number:	1199973	LEXECON
Registration Number:	3869281	RINGTAIL
Serial Number:	85210588	CRITICAL THINKING AT THE CRITICAL TIME
Serial Number:	77678284	FTI TRANSPARENCY REPORT

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Ashley Lott, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/166
NAME OF SUBMITTER:	Ashley Lott
Signature:	/Ashley Lott/
Date:	12/10/2012

Total Attachments: 11
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Notice of Grant of Security Interest in Trademarks

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 27, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Grant") among FTI CONSULTING TECHNOLOGY SOFTWARE CORP, FTI CONSULTING (SC) INC., FTI CONSULTING, INC., FTI CONSULTING TECHNOLOGY LLC, and COMPASS LEXECON LLC, in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Secured Obligations (as defined in the Security Agreement defined below).

WHEREAS, FTI Consulting, Inc., a Maryland corporation (the "Borrower"), has, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (as amended, modified, supplemented and extended from time to time, the "Credit Agreement") dated as of November 27, 2012, among the Borrower, the Guarantors identified therein, the Lenders identified therein, JPMorgan Chase Bank, N.A., as L/C Issuer and Bank of America, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender;

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Grant;

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Grantor pledged and granted to the Administrative Agent for the benefit of the holders of the Secured Obligations, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under certain property, including the Trademark Collateral.

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

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Security Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (other than (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any intellectual property or license, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by a Grantor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not obtained) or by law (other than to the extent that any restriction on such

assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law)) (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including those listed in Schedule A hereto;
- (b) all Trademark Licenses of such Grantor; and
- (c) to the extent not otherwise included, all Accessions and all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security for Obligations. The grant of a lien on and security interest in, the Trademark Collateral by each Grantor under this Trademark Grant secures the payment in full and performance of all the Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Grant in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 5. Execution in Counterparts. This Trademark Grant may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Trademark Grant to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Grant by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Grant.

SECTION 6. Grants, Rights and Remedies. This Trademark Grant 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 Administrative 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.

SECTION 7. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement this Trademark Grant shall terminate. Upon termination of this Trademark Grant, the Trademark Collateral shall be released from lien and security interest pledged and granted herein.

SECTION 8. Governing Law. This Trademark Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

FTI CONSULTING TECHNOLOGY SOFTWARE
CORP,
a Washington corporation

By: _____

Name: Eric B. Miller

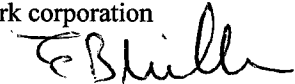
Title: Senior Vice President

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004915 FRAME: 0569

IN WITNESS WHEREOF, each Grantor has caused this Trademark Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

FTI CONSULTING (SC) INC.,
a New York corporation

By: _____

Name: Eric B. Miller


Title: Senior Vice President

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004915 FRAME: 0570

IN WITNESS WHEREOF, each Grantor has caused this Trademark Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

FTI CONSULTING, INC.,
a Maryland corporation

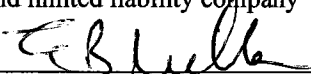
By: 
Name: Eric B. Miller
Title: Executive Vice President, General Counsel
and Chief Risk Officer

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004915 FRAME: 0571

IN WITNESS WHEREOF, each Grantor has caused this Trademark Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

FTI CONSULTING TECHNOLOGY LLC,
a Maryland limited liability company

By:  _____

Name: Eric B. Miller

Title: Senior Vice President

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004915 FRAME: 0572

IN WITNESS WHEREOF, each Grantor has caused this Trademark Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

COMPASS LEXECON LLC,
a Maryland limited liability company

By: _____

Name: Eric B. Miller

Title: Senior Vice President

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004915 FRAME: 0573

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Name:

Roberto Salazar

Title:


Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004915 FRAME: 0574

Schedule A to Trademark Grant

U.S. Trademark Registrations and Applications

Mark	Reg. No. (Serial No.)	Issue Date (Fil. Date)	Current Owner	Status
ATTENEX	3422071	06-May-2008	FTI Consulting Technology Software Corp	Registered
ATTENEX	2766309	23-Sep-2003	FTI Consulting Technology Software Corp	Registered
ATTENEX and Design	3028952	13-Dec-2005	FTI Consulting Technology Software Corp	Registered
PATTERNS	2738765	15-Jul-2003	FTI Consulting Technology Software Corp	Registered
COMMUNITY POWER ALLIANCE	3361117	25-DEC-2007	FTI Consulting (SC) Inc.	Registered
COMPASS LEXECON	3747282	09-Feb-2010	FTI Consulting, Inc.	Registered
COMPASS LEXECON and Design	3745115	02-Feb-2010	FTI Consulting, Inc.	Registered
CRITICAL THINKING AT THE CRITICAL TIME	(85210588)	(05-Jan-2011)	FTI Consulting, Inc.	Pending
FD KINESIS	3796541	01-Jun-2010	FTI Consulting, Inc.	Registered
FD KINESIS and Design	3796542	01-Jun-2010	FTI Consulting, Inc.	Registered
FTI	3928851	08-Mar-2011	FTI Consulting, Inc.	Registered
FTI	2779050	04-Nov-2003	FTI Consulting, Inc.	Registered
FTI	1415368	28-Oct-1986	FTI Consulting, Inc.	Registered
FTI CONSULTING	3941049	05-Apr-2011	FTI Consulting, Inc.	Registered
FTI CONSULTING and Design	4195486	21-Aug-2012	FTI Consulting, Inc.	Registered
FTI PALLADIUM PARTNERS	3538595	25-Nov-2008	FTI Consulting, Inc.	Registered
FTI TRANSPARENCY REPORT	(77678284)	(25-Feb-2009)	FTI Consulting, Inc.	Pending
QUICKCULL	3784509	04-May-2010	FTI Consulting, Inc.	Registered
QUICKCULL	3551019	23-Dec-2008	FTI Consulting, Inc. <i>Bank Of America Lien</i>	Registered
TRIALMAX	2438462	27-Mar-2001	FTI Consulting, Inc. <i>Bank Of America Lien</i>	Registered
PROTRACK	4033540	04-Oct-2011	FTI Consulting, Inc. dba FTI Healthcare	Registered
PROTREND	3907977	18-Jan-2011	FTI Consulting, Inc. dba FTI Healthcare <i>Bank Of America Lien</i>	Registered
	2763167	16-Sep-2003	FTI Consulting Technology LLC <i>Bank Of America Lien</i>	Registered
RINGTAIL	2763168	16-Sep-2003	FTI Consulting Technology LLC <i>Bank Of America Lien</i>	Registered
ACUITY	3959049	10-May-2011	FTI Consulting Technology LLC	Registered
LEXECON	1199973	29-Jun-1982	Compass Lexecon LLC	Renewed, but no longer in use

Mark	Reg. No. (Serial No.)	Issue Date (Fil. Date)	Current Owner	Status
				and expected to be abandoned on 12/29/2012
RINGTAIL	3869281	02-Nov-2010	FTI Consulting Technology LLC	Registered