

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DepoTexas, Inc.		01/01/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Deposition Solutions, LLC		
Street Address:	6500 Greenville, #445		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4104926	DEPOTEXAS DEPOSITION SERVICES	
Registration Number:	4104923	DEPOTEXAS	
Registration Number:	4104928	POCKET TRANSCRIPT	
CORRESPONDENCE DATA			
Fax Number:	2149536675		
<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:	(214) 953-5975		
Email:	jguajardo@jw.com		
Correspondent Name:	Joe Guajardo		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	145752.1		
NAME OF SUBMITTER:	Joe Guajardo		
SIGNATURE:	/Joe Guajardo/		
DATE SIGNED:	01/29/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of January 1, 2014 at 12:01 am, is entered into by and between Deposition Solutions, LLC, a Texas limited liability company (“**Newco**”) and DepoTexas, Inc., a Texas corporation (“**Contributing Party**”).

WHEREAS, Newco, Contributing Party and Sunbelt Reporting Service, Inc. have entered into that Contribution and Purchase Agreement, dated as December 26, 2013 (the “**Contribution Agreement**”), pursuant to which, among other things, Contributing Party has conveyed, transferred and assigned to Newco, among other assets, certain intellectual property of Contributing Party, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Contributing Party hereby irrevocably conveys, transfers and assigns to Newco, and Newco hereby accepts, all of Contributing Party’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(b) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(c) all domain names owned by Contributing Party, including those listed on Schedule 3 hereto (all of the foregoing being referred to herein as the “**Domain Names**”), together with the registration thereof and the goodwill symbolized by each such Domain Name;

(d) all rights of any kind whatsoever of Contributing Party accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Contributing Party authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Newco. Contributing Party shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Newco, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities (including limitations of the same) relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities (including limitations of the same) contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Contributing Party has duly executed and delivered this IP Assignment as of the date first above written.

DepoTexas, Inc.

By 

Name: Michael Clepper

Title: President

DEPOSITION SOLUTIONS, LLC

By: DepoTexas, Inc., its managing member

By 

Name: Zack Miller

Title: Vice President

[Signature Page to DT IP Assignment Agreement]

TRADEMARK
REEL: 005450 FRAME: 0620

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

“DEPOTEXAS DEPOSITION SERVICES”; Reg. No. 4,104,926; Registered Feb. 28, 2012

“DEPOTEXAS”; Reg. No. 4,104,923; Registered Feb. 28, 2012

“POCKET TRANSCRIPT”; Reg. No. 4,104,928; Registered Feb. 28, 2012

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE 3
DOMAIN NAMES

www.depotexas.com