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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM346105

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		06/26/2015	CORPORATION: MARYLAND
FTI Consulting (SC) Inc.		06/26/2015	CORPORATION: NEW YORK
FTI Consulting, Inc.		06/26/2015	CORPORATION: MARYLAND
FTI Consulting Technology LLC		06/26/2015	LIMITED LIABILITY COMPANY: MARYLAND
Compass Lexecon LLC		06/26/2015	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street, 14th Floor
Internal Address:	Mail Code TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3959049	ACUITY
Registration Number:	3422071	ATTENEX
Registration Number:	2766309	ATTENEX
Registration Number:	3028952	ATTENEX
Registration Number:	3745115	COMPASS LEXECON
Registration Number:	3747282	COMPASS LEXECON
Registration Number:	3796541	FD KINESIS
Registration Number:	3796542	FD KINESIS
Registration Number:	2779050	FTI
Registration Number:	1415368	FTI
Registration Number:	3928851	FTI
Registration Number:	3941049	FTI CONSULTING

TRADEMARK REEL: 005563 FRAME: 0394

900329229 REEL: 005563 FRAME

Property Type	Number	Word Mark
Registration Number:	4195486	FTI CONSULTING
Registration Number:	2763167	
Registration Number:	4033540	PROTRACK
Registration Number:	3907977	PROTREND
Registration Number:	3784509	QUICKCULL
Registration Number:	3869281	RINGTAIL
Registration Number:	2763168	RINGTAIL
Registration Number:	2438462	TRIALMAX
Registration Number:	1199973	LEXECON
Registration Number:	3551019	QUICKCULL
Registration Number:	3538595	FTI PALLADIUM PARTNERS
Serial Number:	85210588	CRITICAL THINKING AT THE CRITICAL TIME
Serial Number:	85906605	FTI COMPLY

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

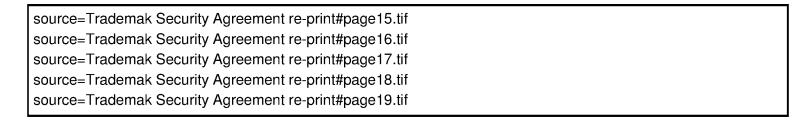
Address Line 1: 1025 Vermont Avenue NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156747
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	06/29/2015

Total Attachments: 17

source=Trademak Security Agreement re-print#page3.tif source=Trademak Security Agreement re-print#page5.tif source=Trademak Security Agreement re-print#page5.tif source=Trademak Security Agreement re-print#page6.tif source=Trademak Security Agreement re-print#page7.tif source=Trademak Security Agreement re-print#page8.tif source=Trademak Security Agreement re-print#page9.tif source=Trademak Security Agreement re-print#page10.tif source=Trademak Security Agreement re-print#page11.tif source=Trademak Security Agreement re-print#page12.tif source=Trademak Security Agreement re-print#page13.tif source=Trademak Security Agreement re-print#page14.tif



Notice of Grant of Security Interest in Trademarks

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 26, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "<u>Trademark Grant</u>") among FTI CONSULTING TECHNOLOGY SOFTWARE CORP, FTI CONSULTING (SC) INC., FTI CONSULTING, INC., FTI CONSULTING TECHNOLOGY LLC AND COMPASS LEXECON LLC (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") 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 June 26, 2015, 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. <u>Definitions</u>. 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 "<u>Trademark Collateral</u>"):

- (a) all Trademarks of such Grantor, including those listed in <u>Schedule A</u> 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. <u>Security for Obligations</u>. 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. <u>Recordation</u>. 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. <u>Grants, Rights and Remedies</u>. 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. <u>Termination</u>. 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. <u>Governing Law</u>. This Trademark Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

FTI CONSULTING TECHNOLOGY SOFTWARE CORP,

a Washington corporation

Name: Ronald Reno

Title: Vice President, Chief Financial Officer

and Treasurer

REEL: 005563 FRAME: 0399

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

By:

Name: Ronald Reno

Title: Vice President, Chief Financial Officer

and Treasurer

FTI CONSULTING, INC., a Maryland corporation

Name: David M. Johnson

Title: Chief Financial Officer

FTI CONSULTING TECHNOLOGY LLC, a Maryland limited liability company

Name: Ronald Reno

Title: Vice President, Chief Financial Officer

and Treasurer

COMPASS LEXECON LLC,

a Maryland limited liability company

Name: Ronald Reno

Title: Vice President, Chief Financial Officer

and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent

By: Zanakow Zanakowa Name: **Ronaldo Naval** Title: **Vice Prezident**

#87357939v3

Schedule A-1

Schedule A to Trademark Grant

U.S. Trademark Registrations and Applications

Mark	Status	App./Reg. No.	Goods and Services
ACUITY	Registered May 10, 2011	AN: 77/922,838 RN: 3,959,049	(Int'l Class 42): Non-downloadable online computer software in the fields of electronic discovery and document review; project management and consulting services in the field of electronic discovery and document review
ATTENEX	Registered' May 06, 2008	AN: 77/256,395 RN: 3,422,071	(Int'l Class 42): Computer software installation services; computer programming for others; notification and delivery of software updates and upgrades; technical research services relating to computer hardware and software; technical consultation in the field of computer software installation and maintenance; computer support services, namely, technical support and software update and upgrade services; computer consulting services related to computer products and services; computer software design for others; providing information in the field of computer software applications; consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others
ATTENEX	Registered Sep. 23, 2003	AN: 76/385,073 RN: 2,766,309	(Int'l Class 9): Computer software for use in the analysis and review of electronic documents; computer software for use in drafting complex documents and exchanging information relating to the documents with others users

CRITICAL THINKING AT THE	COMPASS LEXECON	COMPASS LEXECON	ATTENEX & Design	
Pending	Registered Feb. 09, 2010	Registered Feb. 02, 2010	Registered Dec. 13, 2005	
AN: 85/210,588	AN: 77/309,556 RN: 3,747,282	AN: 77/384,203 RN: 3,745,115	AN: 78/535,549 RN: 3,028,952	
(Int'l Class 9): Computer software for document	(Int'l Class 35): Management, business consulting and economic consulting services (Int'l Class 36): Financial analysis and consultation; business and security valuations; and economic analysis in connection with acquisitions, mergers and business strategy (Int'l Class 42): Legal services, namely litigation support, providing public policy studies, and providing expert witness testimony in business and commercial areas	(Int'l Class 35): Litigation support, business and management consulting, economic research and consulting, public policy studies, and expert testimony including compilation, modeling and statistical analysis of data (Int'l Class 36): Financial analysis and consultation; business and security valuations; and economic analysis in connection with acquisitions, mergers and business strategy (Int'l Class 42): Legal services, namely litigation support, providing public policy studies, and providing expert witness testimony in business and commercial areas	(Int'l Class 9): Computer software for use in the management, analysis and review of electronic documents for litigation readiness, litigation response and regulatory compliance; computer software for the visualization of large document collections and data sets; computer software for use in the drafting and distribution of complex documents; computer software for the analysis and review of electronic data and documents for forensic accounting and investigation	
FTI Consulting,	Inc., Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	Inc., Inc., FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	(SC) Inc. and Compass Lexecon LLC

FD KINESIS & Design	FD KINESIS	CRITICAL TIME
Registered Jun. 01, 2010	Registered Jun. 01, 2010	Application filed: May 5, 2015
AN: 77/550,804 RN: 3,796,542	AN: 77/550,798 RN: 3,796,541	
(Int'l Class 35): consulting services in the field of media buying, media planning, marketing and branding; marketing services namely, providing lead generation advertising and marketing tools. (Int'l Class 42): Class 35: consulting services in the field of media buying, media planning, marketing and branding; marketing services namely, providing lead generation advertising and marketing tools.	(Int'l Class 35): consulting services in the field of media buying, media planning, marketing and branding; marketing services namely, providing lead generation advertising and marketing tools. (Int'l Class 42): development and implementation of computer software for others; development and implementation of websites and digital content for others.	management and exchange, electronic file maintenance (Int'l Class 35): Temporary and interim business management services; business consultation in the areas of document information exchange; management of computerized files and documents via intranets, extranets, Internets and other public and private networks; outsourcing in the field of data modeling and data analytics; consultation in the fields of marketing and corporate strategy; economic analysis in connection with acquisitions, mergers and business strategy; computerized database management (Int'l Class 42): Engineering consultation, scientific consultation in the fields of forensic science, scientific research; computer programming, computer software design and consultation in the field of computer software difficultification support
FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon	Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting Compass Lexecon LLC	Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC

FTI	FTI	FTI	7
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Registered Mar. 08, 2011	Registered Oct. 28, 1986	Registered Nov. 04, 2003	
AN: 77/310,755 RN: 3,928,851	AN: 73/583,120 RN: 1,415,368	AN: 76/368,439 RN: 2,779,050	
(Int'l Class 35): Temporary and interim business management services; business consultation in the areas of document information exchange; management of computerized files and documents via intranets, extranets, Internets and other public and private networks; outsourcing in the field of data modeling and data analytics; consultation in the fields of marketing and corporate strategy; economic analysis in connection with acquisitions, mergers and business strategy; computerized database management (Int'l Class 36): Investment banking services; financial analysis and consultation; business and investment security valuations (Int'l Class 42): Engineering consultation, scientific consultation in the fields of forensic science, scientific	(Int'l Class 42): Consulting services in the field of application of technological engineering and scientific facts and situations relating to problems of causation	(Int'l Class 36): Consultation in the areas of bankruptcy and financial restructuring (Int'l Class 42): Litigation consulting; engineering consultation, scientific consultation, scientific research	
FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC)

FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting	document information exchange; management of computerized files and documents via intranets, extranets, Internets and other public and private networks; outsourcing in the field of data modeling and data analytics; consultation in the fields of marketing and corporate strategy; economic analysis in connection with acquisitions, mergers and business strategy; computerized database management (Int'l Class 36): Investment banking services; financial analysis and consultation; business and investment security valuations (Int'l Class 42): Litigation consulting; engineering consultation, scientific consultation, scientific research; computer programming, computer design services and consultation in the field of computer software, computer data management and computer assisted litigation support (Int'l Class 45): Litigation consulting; computer assisted litigation support (Int'l Class 35): Temporary and interim business management services; business consultation in the areas of document information exchange; management of computerized files and documents via intranets, extranets, Internets and other public and private networks; outsourcing in the fields of marketing and corporate strategy; consultation in the fields of marketing and corporate strategy; consultation sungerment strategy; consultation in the fields of marketing and corporate strategy; consultation business strategy; computerized database management	AN: 77/310,769 RN: 3,941,049 AN: 85/278,823 RN: 4,195,486	Registered Apr. 05, 2011 Registered Aug. 21, 2012	FTI CONSULTING & Design
	management services; business consultation in the areas of document information exchange; management of			
'Sis	(Int'l Class 42): Providing online, non-downloadable, Internet-based customizable software application for analysis and estimation of regulatory compliance risks, and for tracking and managing third party onboarding and anti- corruption due diligence processes (Int'l Class 35): Temporary and interim business	AN: 85/906,605	Published Application filed: Apr. 17, 2013	
gn	research; computer programming, computer software design and consultation in the field of computer software (Int'l Class 45): Litigation consulting; computer assisted litigation support			

PROTREND J	PROTRACK	Character Design	
Registered Jan. 18, 2011	Registered Oct. 04, 2011	Registered Sep. 16, 2003	
AN: 85/059,186 RN: 3,907,977	AN: 85/059,169 RN: 4,033,540	AN: 76/099,338 RN: 2,763,167	
(Int'l Class 9): Computer programs for tracking and identifying trends in medical acute care clinical	(Int'l Class 9): Computer programs for monitoring and managing medical acute care clinical documentation, coding, and outcomes	(Int'l Class 9): Computer software, namely software used for enabling document exchange, electronic file maintenance and communications on an extranet (Int'l Class 35): Business consultation for enterprises, business and government organizations concerning ways to improve information exchange and communication; electronic management of files and documents via intranets, extranets, internet or other public or private networks (Int'l Class 38): Telecommunication services, namely electronic transmission of files and documents via intranets, extranets, internet or other public or private networks (Int'l Class 42): Computer programming, computer design services, and consultation in the field of computer software, computer data management and computer-assisted litigation support	(Int'l Class 36): Investment banking services; financial analysis and consultation; business and investment security valuations (Int'l Class 42): Engineering consultation, scientific consultation in the fields of forensic science, scientific research; computer programming, computer software design and consultation in the field of computer software (Int'l Class 45): Litigation consulting; computer assisted litigation support
FTI Consulting, Inc.,	FTI Consulting, Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	Compass Lexecon LLC

RINGTAIL	RINGTAIL	QUICKCULL	
Registered Sep. 16, 2003	Registered Nov. 02, 2010	Registered May 04, 2010	
AN: 76/099,339 RN: 2,763,168	AN: 77/832,749 RN: 3,869,281	AN: 77/833,792 RN: 3,784,509	
(Int'l Class 9): Computer software, namely software used for enabling document exchange, electronic file maintenance and communications on an extranet (Int'l Class 35): Business consultation for enterprises, business and government organizations concerning ways to improve information exchange and communication;	(Int'l Class 9): Computer software for use in searching, staging, indexing, reviewing, and exporting of documents (Int'l Class 42): Providing online, non-downloadable software for use in searching, staging, indexing, reviewing, and exporting of documents	(Int'l Class 9): Computer software for use in searching, staging, indexing, reviewing, and exporting of documents	documentation, coding, and outcomes
FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology	FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting Software Lexecon LLC	FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC

QUICKCULL Registered AN: 77/224,503 2008 RN: 3,551,019	LEXECON Registered June 29, 1982 RN: 1,199,973	TRIALMAX Registered AN: 76/003,124 Mar. 27, 2001 RN: 2,438,462	
	920 (Int'l Class 42): Lega Consultation Services		electronic manage extranets, interna (Int'l Class 38): electronic transne extranets, interna (Int'l Class 42): services, and corcomputer data me support
(Int'l Class 9):Computer software for use in searching, staging, indexing, reviewing, and exporting of documents	Legal and Economic Research and vices	(Int'l Class 9): Computer software for use in trial presentation of documents and litigation management	electronic management of files and documents via intranets, extranets, internet or other public or private networks (Int'l Class 38): Telecommunication services, namely electronic transmission of files and documents via intranets, extranets, internet or other public or private networks (Int'l Class 42): Computer programming, computer design services, and consultation in the field of computer software, computer data management and computer-assisted litigation support
FTI Consulting, Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology	FTI Consulting, Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	FTI Consulting, Inc., Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC	Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC

RECORDED: 06/29/2015

FTI PALLADIUM	
Registered November 25, 2008	
AN: 78/482,519 RN: 3,538,595	
(Int'l Class 35):Temporary or interim business management services	
FTI Consulting, Inc., FTI Consulting Technology LLC, FTI Consulting Technology Software Corp, FTI Consulting GSC) Inc. and Compass Lexecon LLC	Software Corp, FTI Consulting (SC) Inc. and Compass Lexecon LLC