

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deposition Solutions, LLC		09/29/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	200 South Wacker Dr., Suite 750		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4104926	DEPOTEXAS DEPOSITION SERVICES	
Registration Number:	4104923	DEPOTEXAS	
Registration Number:	4104928	POCKET TRANSCRIPT	
Registration Number:	4395279	JENSEN LITIGATION SOLUTIONS	
Registration Number:	3642597	JENSEN REPORTING	
Registration Number:	3604728	JENSEN VIDEOCONFERENCING	
Registration Number:	5233731	THE LETTER OF THE LAW. THE SPIRIT OF SER	
Registration Number:	5224458	LEXITAS	
Serial Number:	87534651	LEXITAS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$240.00 4104926

ATTORNEY DOCKET NUMBER:	7213.030
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/03/2017

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2017, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2017 (as the same has been amended, restated, supplemented and/or modified as of the date hereof (without giving effect to the Credit Agreement), the "Original Credit Agreement"), by and among the Borrower, Holdings, the other Loan Parties party thereto, the Lenders and the L/C Issuer from time to time party thereto and Freeport, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in order to secure the Obligations (as defined in the Original Credit Agreement) under the Original Credit Agreement, Grantor granted to the Agent, certain liens and security interests, pursuant to that certain Guaranty and Security Agreement dated as of February 28, 2017 by and among Grantor, Holdings, the other Loan Parties party thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor entered into that certain Trademark Security Agreement dated as of February 28, 2017 by and among Grantor and Agent (as amended, restated, supplemented or otherwise modified as of the date hereof (without giving effect to this Agreement), the "Original Trademark Security Agreement");

WHEREAS, on the date hereof, Borrower, the other Loan Parties party thereto, the Lenders and the Agent are entering into an Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") which, without constituting a novation, amends and restates in its entirety the Original Credit Agreement, pursuant to which the Lenders and the L/C Issuer have agreed, subject to the satisfaction of certain conditions precedent, to make extensions of credit;

WHEREAS, pursuant to the Guaranty and Security Agreement, the parties hereto desire to amend and restate in its entirety the Original Trademark Security Agreement pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a

facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.


Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Amendment and Restatement; No novation. This Agreement constitutes an amendment and restatement, in its entirety, of the Original Trademark Security Agreement and shall not be deemed to constitute a novation of the Original Trademark Security Agreement or any obligations of Grantor thereunder. Grantor acknowledges that the grants and pledges of Liens and security interests made by Grantor to the Agent for the benefit of the Lenders and the L/C Issuer, in each case remain continuous, in full force and effect, and are reaffirmed hereby to secure the payment and performance of the Secured Obligations.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEPOSITION SOLUTIONS, LLC,
as Grantor

By: 
Name: Stan Mason
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC, as Agent

By: 
Name: Matthew Gerdes
Title: Managing Director

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006171 FRAME: 0975

SCHEDULE I
TO
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Serial Number or Registration Number	Registration Date	Mark
Deposition Solutions, LLC	4104926	2/28/2012	DepoTexas Deposition Services
Deposition Solutions, LLC	4104923	2/28/2012	DepoTexas
Deposition Solutions, LLC	4104928	2/28/2012	Pocket Transcript
Deposition Solutions, LLC	4395279	9/3/2013	Jensen Litigation Solutions
Deposition Solutions, LLC	3642597	10/6/2008	Jensen Reporting
Deposition Solutions, LLC	3604728	10/7/2008	Jensen Videoconferencing
Deposition Solutions, LLC	5233731	6/27/17	The Letter of the Law, The Spirit of Service
Deposition Solutions, LLC	5224458	6/13/17	LEXITAS

2. TRADEMARK APPLICATIONS

Owner	Serial Number or Registration Number	Application Date	Mark
Deposition Solutions, LLC	87534651	7/19/17	LEXITAS

3. INTELLECTUAL PROPERTY LICENSES

None.