

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Addendum to Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FTI Consulting, Inc.		11/30/2018	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	901 Main Street, 14th Floor		
<b>Internal Address:</b>	Mail Code: TX1-492-14-06		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	85202		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87656292	RADIANCE VISUAL ANALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JOANNA MCCALL		
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1024395		
<b>NAME OF SUBMITTER:</b>	Sony Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		
<b>DATE SIGNED:</b>	12/10/2018		
<b>Total Attachments: 6</b>			
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**Addendum to Notice of Grant of Security Interest in Trademarks**

This ADDENDUM TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 30, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “Additional Trademark Grant”) among FTI CONSULTING, INC. (in such capacity, the “Grantor”), 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 (in such capacity, the “Borrower”), has entered into that certain Amended and Restated Credit Agreement, dated as of November 30, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “A&R Credit Agreement”), pursuant to that certain Amendment and Restatement Agreement, dated as of November 30, 2018 (the “Amendment Agreement”), among the Borrower, the Guarantors identified therein, the Lenders identified therein, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender, which amended and restated that certain revolving credit agreement, dated as of June 26, 2015;

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 26, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, as ratified and reaffirmed pursuant to a Loan Party Reaffirmation Agreement, dated as of November 30, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Reaffirmation Agreement”), pursuant to which the Grantor executed and delivered that certain 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, the “Existing Trademark Grant”) in favor of the Administrative Agent and recorded with the United States Patent and Trademark Office on June 29, 2015 under Reel/Frame 5563/0394;

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, the 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 the Grantor in, to and under certain property, including the Trademark Collateral (as defined in the Existing Trademark Grant) and the Additional Trademark Collateral (as defined below) and is required, consistent with the terms and conditions of Section 5(h) of the Security Agreement and Section 5.01(f)(v) of the A&R Credit Agreement, to execute this Additional Trademark Grant.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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, the Grantor did and hereby does grant 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 the 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 the 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 the 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 “Additional Trademark Collateral”):

- (a) all Trademarks of the Grantor, including those listed in Schedule A hereto;
- (b) all Trademark Licenses of the 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 Additional Trademark Collateral by the Grantor under this Additional Trademark Grant secures the payment in full and performance of all the Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents.

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

SECTION 5. Execution in Counterparts. This Additional 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 Additional Trademark Grant to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Additional Trademark Grant by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Additional Trademark Grant.

SECTION 6. Grants, Rights and Remedies. This Additional Trademark Grant has been entered into in conjunction with the provisions of the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Existing Trademark Grant. The 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 Additional 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 Additional Trademark Grant shall terminate. Upon termination of this Additional Trademark Grant, the Additional Trademark Collateral shall be released from lien and security interest pledged and granted herein.

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

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**IN WITNESS WHEREOF**, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date above first written.

**GRANTOR:**

FTI CONSULTING, INC.,  
a Maryland corporation

By: Curtis P. Lu  
Name: Curtis Lu  
Title: General Counsel

[Addendum to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006550 FRAME: 0878**

Accepted and Agreed:

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

By: *Ronald Naval*  
Name: Ronald Naval  
Title: Vice President

[Addendum to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006550 FRAME: 0879**

**Schedule A to Additional Trademark Grant**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Status</b>	<b>App./Reg. No.</b>	<b>Goods and Services</b>	<b>Grantor</b>
Radiance Logo	Under review. Filing date: October 23, 2017	AN: 87/656,292	Int. Class 9: Computer software for use in connection with data analysis, namely, software for data assessment and data review for investigation purposes, data modeling and data analytics, searching, staging, indexing, reviewing and exporting of documents, excluding software for the administration of insurance and investment holdings. Int. Class 42: Providing online, non-downloadable internet-based customizable software application for use in connection with data analysis, namely, software for data assessment and data review for investigation purposes, data modeling and data analytics, searching, staging, indexing, reviewing and exporting of documents, excluding software for the administration of insurance and investment holdings.	F7I Consulting, Inc.

**TRADEMARK**

**REEL: 006550 FRAME: 0880**

**RECORDED: 12/10/2018**