

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
MModal IP LLC	01/25/2012

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	5519808
Patent Number:	5812882
Patent Number:	6665799
Patent Number:	6651175
Patent Number:	7383183
Application Number:	12265495
Application Number:	12752043
Patent Number:	D351392
Patent Number:	7164752
Patent Number:	7558735
Patent Number:	7577904
Application Number:	12606823

CORRESPONDENCE DATA

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CH \$480.00 5519808

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09642-015009

NAME OF SUBMITTER:

Susan Lake

Total Attachments: 5

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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (this "Amendment"), dated January 25, 2012, executed by MModal IP LLC, a Delaware limited liability company (formerly known as MedQuist IP LLC, a Delaware limited liability company) ("Grantor"), in favor of General Electric Capital Corporation, as administrative agent ("Administrative Agent"), on its behalf and on behalf of the Lenders signatory thereto (the "Lenders") from time to time party to the Credit Agreement, dated as of October 1, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, Holdings, the Lenders signatory thereto from time to time and the Administrative Agent. Capitalized terms used in this Amendment shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Administrative Agent, have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of October 14, 2010 ("Guaranty and Security Agreement"), Grantor has granted to Administrative Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral, including, without limitation, (a) all of Grantor's Patents, whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; and (b) all products and proceeds any of the foregoing, as security for all of the Obligations;

WHEREAS, Grantor has entered into a Patent Security Agreement with the Lenders and Administrative Agent, dated as of October 14, 2010, recorded in the United States Patent and Trademark Office on November 23, 2010 on Reel 025412, Frame 0181 (the "Agreement"); and

WHEREAS, Administrative Agent, Lenders, and Grantor wish to amend the Agreement on the terms more fully set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Agreement. Effective as of the date hereof, the Agreement is hereby amended as follows:

1.1 By amending the name of Grantor from MedQuist IP LLC, a Delaware

limited liability company, to MModal IP LLC, a Delaware limited liability company.

1.2 By replacing Schedule I of the Agreement in its entirety with the Schedule I attached to this Amendment.

2. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Agreement.

3. Entire Agreement. This Amendment and the Agreement, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

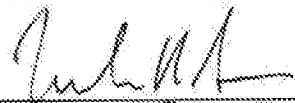
4. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts and may be delivered by telecopier. Each counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

[Signatures on following page]

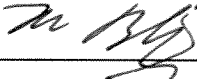
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

MMODAL IP LLC,
a Delaware limited liability company

By: 
Name: MARK R. SULLIVAN
Title: PRESIDENT

[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (MMODAL IP)]

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: **Kevin Blitz**
Title: **Duly Authorized Signatory**

[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (MMODAL IP)]

PATENT
REEL: 027638 FRAME: 0110

SCHEDULE I

1	Patent #: <u>5519808</u> Issue Dt: 05/21/1996 Application #: 08028973 Filing Dt: 03/10/1993 Title: TRANSCRIPTION INTERFACE FOR A WORD PROCESSING STATION
2	Patent #: <u>5812882</u> Issue Dt: 09/22/1998 Application #: 08324903 Filing Dt: 10/18/1994 Title: A DIGITAL DICTATION SYSTEM HAVING A CENTRAL STATION THAT INCLUDES COMPONENT CARDS FOR INTERFACING TO DICTATION STATIONS AND TRANSCRIPTION STATIONS AND FOR PROCESSING AND STORING DIGITIZED DICTATION SEGMENTS
3	Patent #: <u>6665799</u> Issue Dt: 12/16/2003 Application #: 09301522 Filing Dt: 04/28/1999 Title: METHOD AND COMPUTER SOFTWARE CODE FOR PROVIDING SECURITY FOR A COMPUTER SOFTWARE PROGRAM
4	Patent #: <u>6651175</u> Issue Dt: 11/18/2003 Application #: 09301523 Filing Dt: 04/28/1999 Title: DEVICE AND METHOD FOR PROVIDING SECURITY FOR A COMPUTER SOFTWARE PROGRAM
5	Patent #: <u>7383183</u> Issue Dt: 06/03/2008 Application #: 11860902 Filing Dt: 09/25/2007 Title: METHODS AND SYSTEMS FOR PROTECTING PRIVATE INFORMATION DURING TRANSCRIPTION
6	Patent #: NONE Issue Dt: Application #: 12265495 Filing Dt: 11/05/2008 Publication #: <u>US20090192822</u> Pub Dt: 07/30/2009 Title: METHODS AND COMPUTER PROGRAM PRODUCTS FOR NATURAL LANGUAGE PROCESSING FRAMEWORK TO ASSIST IN THE EVALUATION OF MEDICAL CARE
7	Patent #: NONE Issue Dt: Application #: 12752043 Filing Dt: 03/31/2010 Publication #: <u>US20100250236</u> Pub Dt: 09/30/2010 Title: COMPUTER-ASSISTED ABSTRACTION OF DATA AND DOCUMENT CODING
8	Patent #: <u>D351392</u> Issue Dt: 10/11/1994 Application #: 07922956 Filing Dt: 07/30/1992 Title: DICTATION MICROPHONE WITH BAR CODE READER
9	Patent #: <u>7164752</u> Issue Dt: 01/16/2007 Application #: 09751711 Filing Dt: 12/28/2000 Title: METHOD AND SYSTEM PROVIDING CONTROL OPTIONS FOR VOICE FILES
10	Patent #: <u>7558735</u> Issue Dt: 07/07/2009 Application #: 09752246 Filing Dt: 12/28/2000 Title: TRANSCRIPTION APPLICATION INFRASTRUCTURE AND METHODOLOGY
11	Patent #: <u>7577904</u> Issue Dt: 08/18/2009 Application #: 10113011 Filing Dt: 03/28/2002 Title: DEFINITION AND DISTRIBUTION OF BUSINESS RULES WHILE ENFORCING SYNTACTIC AND SEMANTIC VALIDATION
12	Patent #: NONE Issue Dt: Application #: 12606823 Filing Dt: 10/27/2009 Publication #: <u>US20100125450</u> Pub Dt: 05/20/2010 Title: SYNCHRONIZED TRANSCRIPTION RULES HANDLING