

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DECISIONQUEST, INC.		06/29/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OPUS BANK		
<b>Street Address:</b>	131 W. Commonwealth Avenue		
<b>City:</b>	Fullerton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92832		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3134246	(BEGIN AT THE END) TO DISCOVER YOUR BEST	
<b>Registration Number:</b>	3902768	CASETESTER	
<b>Registration Number:</b>	1755933	DECISIONQUEST	
<b>Registration Number:</b>	3315495	DECISIONQUEST	
<b>Registration Number:</b>	1820850	DQ	
<b>Registration Number:</b>	3498477	DQCASES	
<b>Registration Number:</b>	3498478	DQPROJECTS	
<b>Registration Number:</b>	2880368	LITIGATION LIFECYCLE	
<b>Registration Number:</b>	2901776	MOMENT-TO-MOMENT	
<b>Registration Number:</b>	3086729	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN	
<b>Registration Number:</b>	3155100	ALWAYS KEEP THE END IN MIND	
<b>Registration Number:</b>	3140362	(BEGIN AT THE END)	
<b>Serial Number:</b>	85888518	CASEEXPLORER	
<b>Registration Number:</b>	3226733	DECISION.POINTS	
<b>Serial Number:</b>	85875320	DECISIONPOINTS	
<b>Registration Number:</b>	1712133	EIM	
<b>Registration Number:</b>	3091581	THE BEST CASE SCENARIO	
<b>Serial Number:</b>	86115660	CASEEXPLORER MEDIATION	
<b>Registration Number:</b>	4563346	CASEEXPLORER MEDIATIONS	

CH \$490.00 3134246

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** crachina@buchalter.com**Correspondent Name:** Corina Rachina**Address Line 1:** 1000 Wilshire Boulevard, Suite 1500**Address Line 4:** Los Angeles, CALIFORNIA 92612**ATTORNEY DOCKET NUMBER:** O5925-0100**NAME OF SUBMITTER:** Amanda Alameddine**SIGNATURE:** /aalameddine/**DATE SIGNED:** 06/29/2016**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 29<sup>th</sup> day of June, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of June 29, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among DECISIONQUEST, INC., a California corporation ("*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations,

whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

DECISIONQUEST, INC.,  
a California corporation

By: 

Name: Michael E. Cobo

Title: Chief Operating Officer

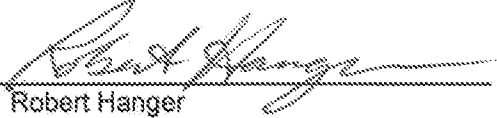
Trademark Security Agreement

**TRADEMARK**  
**REEL: 005823 FRAME: 0600**

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

**OPUS BANK,**  
a California commercial bank

By:   
Name: Robert Hanger  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005823 FRAME: 0601**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
DecisionQuest, Inc.	US	(BEGIN AT THE END) TO DISCOVER YOUR BEST CASE SCENARIO	3134246	Aug. 22, 2006
DecisionQuest, Inc.	US	CASETESTER	3902768	Jan. 11, 2011
DecisionQuest, Inc.	US	DECISIONQUEST	1755933	Mar. 2, 1993
DecisionQuest, Inc.	US	DECISIONQUEST	3315495	Oct. 23, 2007
DecisionQuest, Inc.	US	DQ	1820850	Feb. 8, 1994
DecisionQuest, Inc.	US	DQCASES	3498477	Sept. 9, 2008
DecisionQuest, Inc.	US	DQPROJECTS	3498478	Sept. 9, 2008
DecisionQuest, Inc.	US	LITIGATION LIFECYCLE	2880368	Aug. 31, 2004
DecisionQuest, Inc.	US	MOMENT-TO-MOMENT	2901776	Nov. 9, 2004
DecisionQuest, Inc.	US	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN	3086729	Apr. 25, 2006
DecisionQuest, Inc.	US	ALWAYS KEEP THE END IN MIND	3155100	Oct. 10, 2006
DecisionQuest, Inc.	US	BEGIN AT THE END	3140362	Sept. 5, 2006
DecisionQuest, Inc.	US	CASEEXPLORER	85/888518	Mar. 27, 2013
DecisionQuest, Inc.	US	DECISION.POINTS	3226733	April 10, 2007
DecisionQuest, Inc.	US	DECISIONPOINTS	85/875320	Mar. 13, 2013
DecisionQuest, Inc.	US	EIM	1712133	Sept. 1, 1992
DecisionQuest, Inc.	US	THE BEST CASE SCENARIO	3091581	May 9, 2006
DecisionQuest, Inc.	US	CASEEXPLORER MEDIATION	86115660	Nov. 11, 2013
DecisionQuest, Inc.	US	CASEEXPLORER MEDIATIONS	4563346	July 8, 2014

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**

Schedule I  
Trademark Security Agreement