OP \$215.00 4104923

ETAS ID: TM549411

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deposition Solutions, LLC		11/14/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	KKR Loan Administration Services LLC, as Collateral Agent	
Street Address:	555 California Street, 50th Floor	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94104	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	4104923	DEPOTEXAS	
Registration Number:	4104926	DEPOTEXAS DEPOSITION SERVICES	
Registration Number:	4395279	JENSEN LITIGATION SOLUTIONS	
Registration Number:	3642597	JENSEN REPORTING	
Registration Number:	5411956	LEXITAS	
Registration Number:	5224458	LEXITAS	
Registration Number:	4104928	POCKET TRANSCRIPT	
Registration Number:	5233731	THE LETTER OF THE LAW. THE SPIRIT OF SER	

CORRESPONDENCE DATA

Fax Number: 2138918763

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:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 048498-0030

NAME OF SUBMITTER: Rhonda DeLeon

TRADEMARK
REEL: 006795 FRAME: 0809

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SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/14/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") dated November 14, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") in favor of KKR LOAN ADMINISTRATION SERVICES LLC ("<u>KKR</u>"), as Collateral Agent (the "<u>Collateral Agent</u>") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CHRONICLE BIDCO, INC., a Delaware corporation (the "Borrower"), CHRONICLE PARENT LLC, a Delaware limited liability company ("Holdings"), KKR, as Administrative Agent and Collateral Agent and each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") have entered into the Credit Agreement dated as of November 14, 2019 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"), in each case, other than Excluded Property:

(b) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are

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Execution Version

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. <u>Execution in Counterparts</u>. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement 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 Collateral Agent with respect to the 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

DEPOSITION SOLUTIONS, LLC

By:

Name: Zack Miller Title: President

KKR LOAN ADMINISTRATION SERVICES LLC, as Collateral Agent

Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Deposition Solutions, LLC	DEPOTEXAS	4104923
Deposition Solutions, LLC	DEPOTEXAS DEPOSITION SERVICES DEPOTEXAS	4104926
Deposition Solutions, LLC	JENSEN LITIGATION SOLUTIONS	4395279
Deposition Solutions, LLC	JENSEN REPORTING	3642597
Deposition Solutions, LLC	LEXITAS	5411956
Deposition Solutions, LLC	LEXITAS	5224458
Deposition Solutions, LLC	POCKET TRANSCRIPT	4104928
Deposition Solutions, LLC	THE LETTER OF THE LAW. THE SPIRIT OF SERVICE.	5233731

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RECORDED: 11/14/2019

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