

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830973

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERITEXT, LLC		08/10/2023	Limited Liability Company: DELAWARE
LITIGATION SERVICES AND TECHNOLOGIES OF FLORIDA, LLC		08/10/2023	Limited Liability Company: FLORIDA
THE LIT GROUP, LLC		08/10/2023	Limited Liability Company: DELAWARE
CAPITAL REPORTING COMPANY, LLC		08/10/2023	Limited Liability Company: D.C.

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as the Collateral Agent
Street Address:	200 WEST STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3863812	VERITEXT
Registration Number:	4992732	VERITEXT LEGAL SOLUTIONS
Registration Number:	5650769	READY RECORD
Registration Number:	5988798	UPCHURCH WATSON WHITE & MAX
Registration Number:	5988799	UWWM
Registration Number:	5988800	UWWM UPCHURCH WATSON WHITE & MAX
Registration Number:	5280247	GOLKOW GLOBAL LITIGATION SERVICES
Registration Number:	3364774	CAPITAL REPORTING COMPANY
Registration Number:	2913206	ALLEGIS

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

TRADEMARK

Phone: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.00595

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 08/10/2023

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of August 10, 2023, is made by VERITEXT, LLC, a Delaware limited liability company, LITIGATION SERVICES AND TECHNOLOGIES OF FLORIDA, LLC, a Florida limited liability company, THE LIT GROUP, LLC, a Delaware limited liability company and CAPITAL REPORTING COMPANY, LLC, a District of Columbia limited liability company (the “**Grantors**”), in favor of GOLDMAN SACHS BANK USA, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of August 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. 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. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

SECTION 5. Security Agreement. 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 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

VERITEXT, LLC

DocuSigned by:
Richard Antoneck
By: _____
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Name: Richard Antoneck
Title: President

LITIGATION SERVICES AND TECHNOLOGIES OF FLORIDA, LLC

DocuSigned by:
Richard Antoneck
By: _____
4EE8F2EF7D3A4AF...
Name: Richard Antoneck
Title: President

THE LIT GROUP, LLC


DocuSigned by:
Richard Antoneck
By: _____
4EE8F2EF7D3A4AF...
Name: Richard Antoneck
Title: President

CAPITAL REPORTING COMPANY, LLC




DocuSigned by:
Richard Antoneck
By: _____
4EE8F2EF7D3A4AF...
Name: Richard Antoneck
Title: President

Accepted and Agreed:

GOLDMAN SACHS BANK USA INC., as Collateral Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory

SCHEDULE A

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
VERITEXT	U.S.	Registered	77/956,723	3/11/2010	3,863,812	10/19/2010	Veritext, LLC
 VERITEXT <small>VERITEXT CORPORATION</small>	U.S.	Registered	86/812,054	11/6/2015	4,992,732	7/5/2016	Veritext, LLC
Ready Record	US	Registered	87/658,201	10/24/2017	5650769	1/8/2019	Veritext, LLC
UPCHURCH WATSON WHITE & MAX	US	Registered	88517405	7/16/2019	5988798	2/18/2020	Litigation Services & Technologies of Florida, LLC
UWWM	US	Registered	88517417	7/16/2019	5988799	2/18/2020	Litigation Services & Technologies of Florida, LLC
UWWM UPCHURCH WATSON WHITE & MAX 	US	Registered	88517438	7/16/2019	5988800	2/18/2020	Litigation Services & Technologies of Florida, LLC
GOLKOW GLOBAL LITIGATION SERVICES  GOLKOW <small>GLOBAL LITIGATION SERVICES</small>	US	Registered	87304165	1/17/2017	5280247	9/5/2017	The LIT Group, LLC
CAPITAL REPORTING COMPANY	US	Registered	77158534	4/17/2007	3364774	1/8/2008	Capital Reporting Company
ALLEGIS	US	Registered	78337291	12/5/2003	2913206	12/21/2004	VERITEXT, LLC

Schedule A-1 to
First Lien Trademark Security Agreement