# OP \$240,00 8522904

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LDisc Holdings, LLC		109/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Abacus Finance Group, LLC		
Street Address:	6 East 43rd Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85229047	ADV3NTUS
Serial Number:	85229057	EXODUS
Serial Number:	77111413	LDISCOVERY
Serial Number:	77131898	LDISCOVERY LEGAL AND TECHNOLOGY CONSULTING 01001100
Serial Number:	77935959	RCMGR
Serial Number:	77961348	RCMGR
Serial Number:	85214277	TEDRA
Serial Number:	78781676	LEGISDISCOVERY
Serial Number:	77098112	LDISCOVERYCONSULTING

### **CORRESPONDENCE DATA**

**Fax Number**: (617)574-7658 **Phone**: 617-574-351

Email: smordas@goulstonstorrs.com

TRADEMARK
REEL: 004637 FRAME: 0294

900204000

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

Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Stacey A. Mordas		
Signature:	/s/ Stacey A. Mordas		
Date:	10/06/2011		

Total Attachments: 6

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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 30, 2011, is made by LDISC HOLDINGS, LLC, a Delaware limited liability company ("<u>Borrower</u>"), and each subsidiary of Borrower signatory hereto (collectively with Borrower and any other Person that becomes a party hereto, "<u>Grantors</u>"), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Borrower, Agent and the Lenders party thereto (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), the Secured Parties have severally agreed to extend credit to Borrower for the benefit of the Grantors;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that all of the Grantors shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of said Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
  - (a) all of its Trademarks, including those referred to on <u>Schedule 1</u> hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all Proceeds of the foregoing, including, without limitation, any claim by said Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; <u>provided</u> that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; <u>provided further</u> that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>AMENDMENTS IN WRITING</u>. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantors.
- 5. <u>GOVERNING LAW</u>. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

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Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTORS:** 

LDISC HOLDINGS, LI

By: \_\_\_\_\_Name: Christopher Wei

Title: President

LDISCOVERY, LLC

Title: President and Chief Executive Officer

ADV3NTUS SOFTWARE, LLC

By: Christopher Weiler

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, ILLI, as Agent

By: Name: Timothy G. Clifford

Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

## SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

TM	Owner	Trademark	Ser./Reg./App. No.	Status/Key Dates	Security Interest
Record					
US Federal Q6	Adv3ntus Software, LLC	ADV3NTUS ADV3NTUS	SN:85-229047	Pending - Non-Final Action Mailed March 31, 2011	None
f-2				Int'l Class: 42 First Use: January 18, 2011 Filed: January 28, 2011	
US Federal Q6	Adv3ntus Software, LLC	EXODUS and Design EXΩDOS	SN:85-229057	Action Mailed March 31, 2011	None
f-3				Int'l Class: 42 First Use: January 18, 2011 Filed: January 28, 2011	
US Federal	(United States Limited Liability		SN:77-111413 RN:3,463,313	Registered July 8, 2008	None
Q6 f-4	Company) 8201 Greensboro Drive, McLean, Virginia			Int'l Class: 35, 42, 45 First Use: June 28, 2007 Filed:	
	22102-3810			February 20, 2007 Published: October 16, 2007 Allowed: January 8, 2008	
US Federal	1	LEGAL AND TECHNOLOGY	SN:77-131898 RN:3,450,455	Registered June 17, 2008	None
Q6 f-5	1	CONSULTING 01001100 and Design LDiscovery		Int'l Class: 35, 42, 45 First Use: June 28, 2007 Filed: March 15, 2007 Published: November 13, 2007 Allowed:	

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TM	Owner	Trademark	Ser./Reg./App. No.	Status/Key Dates	Security Interest
Record				Eshmany 5, 2009	
US Federal Q6 f-6	Adv3ntus Software, LLC	RCMGR RCMgr	SN:77-935959	Action Mailed July 28, 2011 Int'l Class: 9 First Use: June 1, 2010 Filed:	None
US Federal Q6 f-7	Adv3ntus Software, LLC	RCMGR and Design	SN:77-961348	Action Mailed July 28, 2011 Int'l Class: 9, 42 First Use: June 1, 2010 Filed:	None
US Federal Q6 f-8	Adv3ntus Software, LLC	tedra TEDRA	SN:85-214277	March 17, 2010 Pending - Non-Final Action Mailed March 31, 2011 Filed: January 10, 2011	None
US Federal Q5 f-1	LegisDiscovery, LLC (Delaware Limited Liability Company) 8201 Greensboro Drive McLean, Virginia 22102-3810	LEGISDISCOVERY LegisDiscovery	SN:78-781676	Abandoned - After TTAB Proceeding August 8, 2007 Int'l Class: 35, 42, 45 First Use: April 1, 2006 Filed: December 28, 2005 Published: October 17, 2006	None
US Federal Q7 f-9		LDISCOVERYCON SULTING LDISCOVERYCONSULTING	SN:77-098112	Abandoned - No Statement of Use July 9, 2008 Filed: February 2, 2007 Published: October 16, 2007 Allowed: January 8, 2008	None

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**RECORDED: 10/06/2011**