

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trion Technologies, Inc.		03/29/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Merrill Communications LLC
Street Address:	One Merrill Circle
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55108
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2135857	JUDICATA

CORRESPONDENCE DATA	
Fax Number:	(216)348-5474
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-348-5400
Email:	IP@mcdonaldhopkins.com
Correspondent Name:	Grant Monachino
Address Line 1:	600 Superior Avenue, East
Address Line 2:	Suite 2100
Address Line 4:	Cleveland, OHIO 44114-2653

NAME OF SUBMITTER:	Grant Monachino
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Total Attachments: 8 source=bill of sale - merrill -1#page1.tif source=bill of sale - merrill -2#page1.tif source=D&A - p1#page1.tif source=D&A - p2#page1.tif source=D&A - p3#page1.tif source=D&A - p4#page1.tif

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BILL OF SALE

Trion Technologies, Inc., a Maryland corporation ("Trion") pursuant to the Development and Marketing Agreement dated February 1, 2001 (the "Agreement") among Trion and Merrill Communications LLC, a Delaware limited liability company ("Merrill"), for good and valuable consideration, receipt of which is hereby acknowledged, hereby sells, assigns, transfers and conveys unto Merrill, its successors and assigns, all of the business, properties, good will and assets of Trion and all of Trion's rights, whether at common law or otherwise, claims, including the proceeds of any claims which may not be assignable, and causes of action arising out of any transaction occurring on or prior to the date hereof, with respect to the business, properties and assets transferred hereunder, irrespective of the time or date on which any such right, claim or cause of action may arise or accrue (collectively, the "Assets"). Notwithstanding the foregoing, Trion's cash, rights to receive royalty payments (as defined in the Agreement) and accounts receivable are "Excluded Assets" and are not conveyed to Merrill under this Bill of Sale.

Subject to the terms and conditions contained herein, Merrill agrees to buy and Trion agrees to sell the Assets.

Without limiting the generality of the foregoing, and subject to the exceptions set forth above, the Assets being sold, assigned, transferred and conveyed hereunder by Trion include all of the right, title and interest in, to and under the following assets of Trion:

(a) the "Trion Tangible Assets," the "Trion Web Sites" and the "Trion Material," as these terms are defined in the Agreement, and

(b) all "intellectual property rights" relating to the Assets, including, without limitation, any patents, patent applications, service marks, trade names, trademarks, trademark applications, copyrights, copyright applications, trade secrets, know-how, data, software or other proprietary or intellectual property rights.

Trion hereby authorizes Merrill to take any appropriate action in connection with any of Assets, in the name of Trion or in its own or any other name, but at its own expense, to effect or complete the sale and transfers provided for in this Bill of Sale.

TO HAVE AND TO HOLD said rights, claims, causes of action and property, including without limitation the Assets, unto Merrill and its successors and assigns, to and for its or their use forever.

And Trion represents that, to the best of its knowledge: (a) since the date of the Agreement, (i) it has not conducted any business or incurred any additional obligations, other than winding up its affairs, paying outstanding obligations and performing its responsibilities

under the Agreement, (ii) all Trion creditors have been paid in the ordinary course of business, other than Fleet National Bank ("Fleet"), Commadore JITC (amount outstanding \$10,500) and Janik & Dorman L.L.P. (amount outstanding \$5,666.92) and (iii) no party has asserted a claim against Trion or notified Trion that Trion's obligations to any third party have not been met; (b) Trion, since the date of the Agreement, has paid its taxes and filed its tax returns, and (c) there are no liens, encumbrances, or claims against the Assets except for the security interest and liens in favor of Fleet.

And Trion does hereby warrant, covenant and agree that the Assets are conveyed free and clear of all security interests, liens and encumbrances, except for the security interest and liens in favor of Fleet, and that it will warrant and defend the title of said Assets against each and every person or persons whomsoever claiming or who may claim against any or all of the same.

IN WITNESS WHEREOF, Trion has caused this Bill of Sale to be signed on this 29th day of March, 2004.

TRION TECHNOLOGIES, INC.

By: 

Its: President and Secretary

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DEVELOPMENT AND MARKETING AGREEMENT

This Development and Marketing Agreement ("Agreement") is made effective as of February 1, 2001, and is by and between Merrill Communications LLC, a Delaware limited liability company ("Merrill") and Trion Technologies, Inc., a Maryland corporation ("Trion").

A. Merrill provides law firms, corporate legal departments, investment banks, and other professional services firms with information management products and services designed to enhance productivity and reduce costs, including, without limitation, document imaging and electronic document storage and retrieval services. In connection with such activities, Merrill has developed an electronic document storage and retrieval software product commonly known as 'E-TECH', an Internet based version commonly known as "UR-Law", and a module of E-TECH, called EFD, which provides the electronic file discovery of emails and the like, all of which are more particularly described on Exhibit A attached hereto (collectively, the "Merrill Products"). For purposes of this Agreement, the term "Merrill Products" includes the Merrill Products as they currently exist and as they may be developed, modified and/or improved during the term of this Agreement.

B. Trion has developed a suite of products which are intended to assist in legal document management, such products including, without limitation, an E-Capture, Power Mine, DCS and a Judicata software product, each more particularly described on Exhibit B attached hereto (all such legal document management products are collectively referred to as the "Trion Litigation Products"). Trion also has developed a software product for the pharmaceutical industry commonly known as Clinflo ("Clinflo Product"). For purposes of this Agreement, the term "Trion Products" means the Trion Litigation Products plus all Intellectual Property Rights (hereinafter defined), and a copy of certain software code (in both the source and object code form) of the Clinflo Product that is embedded within the Trion Litigation Products or that may be considered a derivative work of the Clinflo Product (the "Clinflo Code"). For purposes of this Agreement, the term "Trion Products" includes Trion Products as they currently exist and as they may be developed, modified and/or improved during the term of this Agreement.

C. Fleet Bank ("Fleet") currently has a security interest in the Trion Products, together with all proceeds thereto, and has agreed in principal to modify the terms and conditions of that security interest in order to allow the unencumbered use of the Trion Products, and the Trion Tangible Assets (hereinafter defined) by Merrill in accordance with the terms and conditions herein. Such terms and conditions to be finalized on or before February 28, 2001.

D. Merrill desires to hire certain of Trion's personnel to assist in developing the technology necessary to combine and enhance the Merrill Products and the Trion Products, as may be requested by Merrill from time to time (the "Combined Products"), and to offer the Merrill Products and the Trion Products together as a suite of products to its customers.

8. **PROPRIETARY RIGHTS**

(a) ***Technology License to Merrill.***

(1) Certain Definitions.

(i) For purposes of this Agreement the term "Intellectual Property Rights" means any and all rights and registrations existing from time to time under patent law, copyright law, trade-secret law, trademark law, or similar rights in the United States and elsewhere throughout the world.

(ii) For purposes of this Agreement, the term "Affiliate" means, as to either party, any entity that, directly or indirectly, Controls such party, is Controlled by such party or is under common Control with such party.

(iii) For purposes of this Agreement, "Control" means the capacity to elect a majority of the directors of such entity or, if not applicable, the capacity to

(b) **Ownership.**

(1) Ownership of Combined Product. All right, title and interest, including without limitation all Intellectual Property Rights, in and to the Combined Products (other than the Trion Material which is subject to the license provisions of Section 8(a) herein) are the sole property of Merrill (the "Combined Products Material"). The provisions of this Section 8(b)(1) will survive termination of this Agreement for any reason other than termination by Merrill pursuant to Sections 10(b)(4) or (5) herein.

(2) Merrill. All right, title and interest, including without limitation all Intellectual Property Rights, in and to the Merrill Products, all of Merrill's trademarks and tradenames and Merrill's Confidential Information (hereinafter defined) are the sole property of Merrill (the "Merrill Products Material", which together with the Combined Products Material are hereinafter referred to as the "Merrill Material"). The provisions of this Section 8(b)(2) will survive termination of this Agreement for any reason.

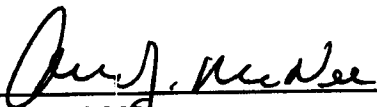
(3) Trion. Except as provided hereunder under Section 8(c) herein, all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Trion Products, the Trion Trademarks and Trion's Confidential Information (hereinafter defined) are the property of Trion (the "Trion Material"). The provisions of this Section 8(b)(3) will survive termination of this Agreement for any reason.

The parties have caused this Agreement to be executed as of the day and year first above written.

TRION TECHNOLOGIES, INC.

MERRILL COMMUNICATIONS LLC

By: _____

By: 
Allen J. McNeel

Its: _____

Its: President, Document Management Services

The undersigned, being Trion's majority shareholder, hereby consents to the terms and conditions of this Agreement. Furthermore, the undersigned, will take all actions necessary, and do or cause to be done all things necessary, proper or advisable under applicable Laws to consummate and make effective, as soon as reasonably practicable, the transactions contemplated hereby, including without limitation directing Trion to take any such actions necessary to complete the transactions contemplated by this Agreement, obtaining all Consents of any person or entity requested by Merrill and obtaining shareholder approval from the Trion shareholders. The undersigned further agrees to vote in favor of such transaction at any shareholder meeting of Trion.

ORION PARTNERS LP

By: _____

Its: _____

The parties have caused this Agreement to be executed as of the day and year first above written.

TRION TECHNOLOGIES, INC.

MERRILL COMMUNICATIONS LLC

By: _____

By: _____

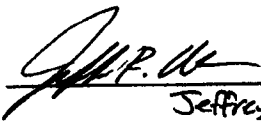
Allen J. McNee

Its: _____

Its: President, Document Management Services

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ORION PARTNERS LP

By: 
Jeffrey P. Ackerman

Its: Director