

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aderant Holdings, Inc.		12/21/2005	CORPORATION: DELAWARE
Novient, Inc.		12/21/2005	CORPORATION: GEORGIA
Aderant North America, Inc.		12/21/2005	CORPORATION: FLORIDA
Aderant Enterprise Holdings, Inc.		12/21/2005	CORPORATION: DELAWARE
Aderant Legal Holdings, Inc.		12/21/2005	CORPORATION: DELAWARE
Aderant International Holdings, Inc.		12/21/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2685303	WEBPROJECT
Registration Number:	2485818	NOVIENT
Registration Number:	1886572	CMS OPEN
Registration Number:	1688827	CMS
Registration Number:	2419714	THE GLOBAL LEADER IN TIME & BILLING SOLUTIONS
Registration Number:	2305864	WEBPROJECT
Registration Number:	1896862	CMS DATA
Registration Number:	1427891	CMS DATA
Registration Number:	1387349	CO-COUNSELOR

CH \$290.00 2685303

Registration Number:	1366507	PERFECTEACHER
Registration Number:	1828096	JAVELAN

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	51270-37
NAME OF SUBMITTER:	Tamara L. Hrivnak
Signature:	/Tamara L. Hrivnak/
Date:	01/19/2006

**Total Attachments: 20**  
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**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

by and among

**THE GRANTORS NAMED HEREIN,**

as Grantors

and

**WELLS FARGO FOOTHILL, INC.,**

as Administrative Agent for the benefit of the Secured Parties referred to herein

**Dated as of December 1, 2004**

and

**Amended and Restated as of December 21, 2005**

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**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 21, 2005, is entered into by and among the Persons listed on the signature page(s) hereof under the caption "Grantors" (collectively, the "Grantors" and each a "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as administrative agent (together with its successors and assigns in such capacity, "Agent"), for the benefit of each of the Secured Parties (as hereinafter defined).

#### **PRELIMINARY STATEMENTS.**

**WHEREAS**, Aderant Holdings, Inc. ("Parent") and each of Aderant North America, Inc. and Aderant Legal Holdings (NZ) ULC (as successor to Solution 6 ULC pursuant to amalgamation) (each, a "Borrower" and collectively, the "Borrowers") have entered into a Loan and Security Agreement, dated as of December 1, 2004 (as amended as of March 8, 2005 and July 14, 2005, as amended and restated as of December 21, 2005 and as it may be further amended, modified, supplemented or restated from time to time, the "Loan Agreement") with the lenders signatory thereto (the "Lenders") and Agent;

**WHEREAS**, the Grantors and Original Lender (as defined in the Loan Agreement) are parties to the Trademark Security Agreement dated as of December 1, 2004 (the "Original Security Agreement");

**WHEREAS**, it is a condition precedent to the extension of credit by the Lenders under the Loan Agreement that the Grantors (a) shall amend, restate and modify, but not extinguish, the Original Security Agreement in its entirety as hereinafter set forth and (b) shall have granted the security interests contemplated by this Agreement;

**NOW, THEREFORE**, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**SECTION 1. Definitions.** Capitalized terms that are not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement, and the rules of construction set forth in Section 1.4 of the Loan Agreement shall apply hereto. The following terms shall have the following meanings:

"Agent's Liens" means the Liens granted by Grantors to Agent, for the benefit of the Secured Parties, under this Agreement or the other Loan Documents.

"Guarantor Security Documents" means collectively, the Amended and Restated Guaranty and Amended and Restated Security Agreement, each dated December 21, 2005 (as each is amended, restated, supplemented or otherwise modified from time to time), entered into by each of Parent, Aderant Enterprise Holdings, Inc., Novient, Inc., Aderant International Holdings, Inc., and Aderant Legal Holdings, Inc., in favor of Agent, for the benefit of the Secured Parties.

"Loan Agreement" has the meaning set forth in the recitals hereto.

"Original Security Agreement" has the meaning set forth in the recitals hereto.

"Secured Parties" means collectively, the Agent, the Lender Group and the Bank Product Providers.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on such Grantor's right, title and interest in and to all currently existing and hereafter acquired or arising Trademark Collateral (as defined below) in order to secure Secured Obligations (as defined below). Each Grantor further hereby ratifies and confirms the grant to Original Lender, pursuant to the Original Security Agreement, of a continuing security interest in and lien on such Grantor's right, title and interest in and to all currently existing and hereafter acquired or arising Trademark Collateral (as defined below) in order to secure Secured Obligations (as defined below). The Agent's Liens in and to the Trademark Collateral shall attach to all Trademark Collateral without further act on the part of the Agent or Grantors. For the purposes of this Agreement, "Trademark Collateral" shall mean all of Grantors' right, title and interest in and to:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"). For the purposes of this Agreement, the Trademarks shall include each trademark and application identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Agent); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses"). For the purposes of this Agreement, the Licenses shall include the license agreements listed on Schedule II attached hereto and made a part hereof.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement secures the (a) prompt payment of any and all of the Secured Obligations in accordance with the terms and conditions of the Loan

Documents to which such Grantor is a party, and (b) prompt payment and performance by such Grantor of each of its obligations, covenants and duties now or hereafter existing under this Agreement and the other Loan Documents to which such Grantor is a party. For purposes of this Agreement, "Secured Obligations" shall mean (a) in the case of each Grantor that is a Borrower, the prompt payment and performance by such Grantor of the Obligations (as defined in the Loan Agreement); and (b) in the case of each other Grantor, the prompt payment and performance by such Grantor of all obligations of such Grantor under this Agreement, the Guarantor Security Documents to which such Grantor is a party, or any other Loan Document to which such Grantor is a party; including, in each case, all liabilities or undertakings owing by such Grantor to a Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest and any and all costs, fees (including reasonable attorneys fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim thereof is allowed) which such Grantor is required to pay pursuant to any of the foregoing, by law, or otherwise.

SECTION 4. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by the Agent of any of the rights hereunder shall not release the Grantors from any of their duties or obligations under the contracts and agreements included in the Trademark Collateral, and (c) no Secured Party shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 5. Representations and Warranties. Each Grantor represents and warrants to the Secured Parties as to such Grantor and its Trademark Collateral as follows:

(a) Such Grantor is duly organized and existing and in good standing under the laws of its jurisdiction of organization and qualified to do business in each jurisdiction in which the failure to be so qualified could be expected to result in a Material Adverse Change; and has taken all necessary action to execute, deliver and perform this Agreement.

(b) This Agreement has been duly executed and delivered by such Grantor and when executed and delivered constitutes the legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except in each case as enforceability may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by equitable principles.

(c) Such Grantor owns, or holds licenses in, the Trademarks that are reasonably necessary to the conduct of its business as currently conducted. Attached hereto as

Schedule I (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Agent) is a true, correct, and complete listing of all Trademarks and applications for Trademarks as to which such Grantor is the owner or licensor of an exclusive license. Attached hereto as Schedule II (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Agent) is a true, correct, and complete listing of all Trademarks and applications for Trademarks as to which such Grantor is an exclusive licensee. None of the Licenses to use Trademarks disclosed on Schedule I or Schedule II requires consent for the applicable Grantor to grant the security interest granted hereunder in such Grantor's right, title and interest in and to the Trademark Collateral.

(d) Except as may be expressly permitted under the Loan Agreement, no security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office in any jurisdiction in which Grantor owns any Trademark Collateral (including the U.S. Patent and Trademark Office), except such as may have been filed in favor of the Agent relating to this Agreement or any other Loan Document, and such Grantor has not consented to the filing of financing or continuation statements covering all or part of the Trademark Collateral under the Code or any other applicable procedure, regulation or law of any foreign jurisdiction in which Trademarks are used, or the filing of any other document or notice similar in effect (which has not been released or terminated) with the U.S. Patent and Trademark Office or any of its counterpart agencies in foreign jurisdictions in which such Grantor owns any Trademark Collateral.

(e) Such Grantor has made all necessary payments, filings and recordations to protect and maintain its interest in the Trademark registrations and applications for registration set forth in Schedule I in the United States or any other jurisdiction that is reasonably necessary to the conduct of its business as currently conducted, including (i) making all necessary registration, maintenance and renewal fee payments; and (ii) filing all necessary documents, including all applications for registration of Trademarks.

(f) Each Trademark registration and application for registration of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Agent in writing of all uses of any item of Trademark Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, other than any such uses that would not cause or result in a Material Adverse Change.

(g) Except as may be expressly permitted under the Loan Agreement, such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released. Such Grantor has not granted any license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral so as to cause or result in a Material Adverse Change.



(h) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or other third party, as applicable, is required either (i) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Code and any other applicable procedure, regulation or law of any foreign jurisdictions in which such Grantor uses Trademark Collateral, and the filing with the U.S. Patent and Trademark Office and any counterpart agencies in foreign jurisdictions in which such Grantor uses Trademark Collateral of any other document or notice of similar effect, which financing statements, filings and other documents have been duly filed, will be filed by the Agent, or which the Agent and Grantor have agreed need not be filed, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement, except that filings with the U.S. Patent and Trademark Office and any counterpart agencies in foreign jurisdictions in which such Grantor uses Trademark Collateral may be necessary in order to record the transfer of such Trademark Collateral upon foreclosure, in each case, other than consents or approvals that have been obtained and that are still in force and effect.

(i) Except for the licenses listed on Schedule II hereto and any non-exclusive licenses to which any Grantor is a party, such Grantor has no knowledge of the existence of any third-party rights or any claims with respect thereto that is likely to be made and adversely determined under any item of Trademark Collateral contained on Schedule I.

(j) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by such Grantor of any Trademark Collateral violates the rights of any Person, other than any such claim which would not cause or result in a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(k) Such Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all commercially reasonable steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(l) Such Grantor has no knowledge of the existence of any Trademark or license agreement held or claimed by any other Person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person, as set forth in Schedule II), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any pending or threatened claim that would, if adversely decided, preclude or interfere with the business of such Grantor as currently carried on under any of the Trademark

Collateral, other than in the case of any of the foregoing any such trademark, license agreement or claim that would not cause or result in a Material Adverse Change.

**SECTION 6. Further Assurances.** (a) The Grantors shall from time to time, at their sole expense, promptly authorize, execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Lead Lenders may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Grantors will authorize, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Lead Lenders, in their Permitted Discretion, deem necessary or desirable in order to perfect and preserve the security interest granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto (including by recording this Agreement with the U.S. Patent and Trademark Office and its counterpart agencies in all foreign jurisdictions in which Trademarks are used) relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantors will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership or any other interest in any Trademark or License, which is not a part of the Trademark Collateral as of the Closing Date, (i) the provisions of Section 2 shall automatically apply thereto, (ii) any such Trademark, together with the goodwill of the business connected with the use of same and symbolized by same, or License, shall automatically become Trademark Collateral, and (iii) with respect to any ownership interest in any Trademark or any exclusive license to a Trademark that Grantor is advised is the subject of an application or registration that such Grantor obtains, it shall give prompt written notice thereof to the Agent in accordance with Section 14. Each Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark or service mark registration or application for such Trademark or License, as applicable, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each Trademark and License to which it is now or later becomes owner of or party to that is reasonably necessary to the conduct of its business as currently conducted, each Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including making all necessary payments and filings in connection with registration, maintenance and renewal of Trademarks, in the U.S. Patent and Trademark Office and any other appropriate Governmental Authority, to (i) maintain each such Trademark and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including the filing of responses to office actions

issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings in the United States and any foreign jurisdictions in which such Grantor owns such Trademarks. Any expenses incurred in connection with such activities, as between any Secured Party and the Grantors, shall be borne solely by Grantors. No Grantor shall discontinue use of or otherwise abandon any Trademark without the written consent of the Required Lenders, unless (i) a Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not cause or result in a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Agent pursuant to the terms of Section 14, or (ii) such abandonment or failure to pursue such filing is expressly permitted under the Loan Agreement.

(f) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I has been finally determined to have been abandoned or dedicated, except as a result of such Grantor's exercise of its rights under the last sentence of Section 5(e), or (ii) of any adverse determination or the institution of any proceeding (including the institution of any proceeding in the U.S. Patent and Trademark Office or any other appropriate Governmental Authorities in foreign jurisdictions) regarding any item of the Trademark Collateral that would cause or result in a Material Adverse Change.

(g) In the event that any Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall take such actions as such Grantor or the Agent reasonably deems appropriate under the circumstances to protect such Trademark Collateral, including suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not cause or result in a Material Adverse Change. Any expense incurred in connection with such activities, as between any Secured Party and the Grantors, shall be borne solely by the Grantors.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice or other proper notice designation in connection with its use of each its trademarks and service marks in accordance with the applicable procedure, regulation or law of each applicable jurisdiction.

(i) Each Grantor shall continue to take all steps which it deems reasonably necessary to protect the Trademark Collateral.

**SECTION 7. Transfers and Other Liens.** The Grantors shall not, (a) except for Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the security interest created by this Agreement or Permitted Liens.

SECTION 8. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 9. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantors under Section 12.

SECTION 10. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 11. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Trademark Collateral) and also may (i) require the Grantors to, and each Grantor hereby agrees that it will at its sole expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place

to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Grantors shall supply to the Agent or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Grantors' customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by applicable law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 12) in whole or in part by the Agent for its benefit and the ratable benefit of the other Secured Parties against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of the Grantors under or otherwise in respect of the Trademark Collateral.

(d) All payments received by the Grantors under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 12. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons, the Bank Product Providers and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantors will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that any Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties hereunder or (iv) the failure by the Grantors to perform or observe any of the provisions hereof.

SECTION 13. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent (with the consent of the Required Lenders) and, in the case of an amendment, by the Agent and the Grantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 14. Addresses for Notices. Any communications between the parties hereto or notices provided herein to be given shall be sent in accordance with the provisions of, and to the addresses set forth in, Section 12 of the Loan Agreement, and if to any Grantor that is not a party to the Loan Agreement, to the address set forth for the Administrative Borrower in the Loan Agreement.

SECTION 15. Continuing Security Interest; Assignments Under the Loan Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, its Affiliates, the other Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), each Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to a Secured Party herein or otherwise, in each case as provided in Section 14 of the Loan Agreement.

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case in the ordinary course of business), the Agent will, at the Grantors' sole expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Trademark Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) the Grantors shall have delivered to the Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease,

transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by the Grantors to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request, and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan Agreement shall be paid to, or in accordance with the instructions of, the Agent at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, the security interest granted hereby shall terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the Grantors. Upon any such termination, the Agent will, at the Grantors' sole expense, authorize, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 17. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Code are used herein as therein defined.

SECTION 18. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS, AGENT AND (BY THEIR ACCEPTANCE HEREOF) THE OTHER SECURED PARTIES WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 18.

SECTION 19. Waiver of Jury Trial. GRANTORS, AGENT AND (BY THEIR ACCEPTANCE HEREOF) THE OTHER SECURED PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS, AGENT AND THE OTHER SECURED PARTIES REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING

CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 20. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 21. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The Grantors acknowledge that the rights and remedies of the Secured Parties are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 22. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 23. Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the subject matter contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

SECTION 24. No Novation. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Original Security Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of the Grantors under the Original Security Agreement from any of their obligations and liabilities as a "Grantor" thereunder. Each Grantor hereby (a) confirms and agrees that, except as modified hereby or by instruments executed concurrently herewith, each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Closing Date, all references in any such Loan Document to "the Trademark Security Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Original Security Agreement shall mean the Original Security Agreement as amended and restated by this Agreement and (b) confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to the Agent, on behalf of the Lender Group, a security interest in or lien on, any collateral as security for the obligations of the Grantors from time to time existing in respect of the Loan Documents, such pledge, assignment and/or grant of the security interest or lien is hereby ratified and confirmed in all respects.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**ADERANT HOLDINGS, INC.,** a Delaware corporation, as a Grantor

By: Meredith Selwa  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOVIENT, INC.,** a Georgia corporation, as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADERANT NORTH AMERICA, INC.,** a Florida corporation, as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADERANT ENTERPRISE HOLDINGS, INC.,** a Delaware corporation, as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**ADERANT HOLDINGS, INC.**, a Delaware corporation, as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOVIENT, INC.**, a Georgia corporation, as a Grantor

By: \_\_\_\_\_ *J. Alva* \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADERANT NORTH AMERICA, INC.**, a Florida corporation, as a Grantor

By: \_\_\_\_\_ *J. Alva* \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADERANT ENTERPRISE HOLDINGS, INC.**, a Delaware corporation, as a Grantor

By: \_\_\_\_\_ *J. Alva* \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADERANT LEGAL HOLDINGS, INC., a  
Delaware corporation, as a Grantor**

By: \_\_\_\_\_ *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADERANT INTERNATIONAL  
HOLDINGS, INC., a Delaware corporation,  
as a Grantor**

By: \_\_\_\_\_ *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

Agreed and consented to as of  
the date first above written:

**WELLS FARGO FOOTHILL, INC.**, a California  
corporation, as Agent

By: 

Name: Thomas Forbath

Title: Vice President

**SCHEDULE I: TRADEMARKS AND APPLICATIONS**

**Novient, Inc.**

**Registered Trademarks**

<b>Trade Mark</b>	<b>US</b>	<b>Jurisdiction of Registration</b>
WEBPROJECT	2685303	United States
WEBPROJECT	2305864	United States
NOVIENT	2485818	United States
NOVIENT	1775535	European Community
NOVIENT	2336394	European Community

**Aderant North America, Inc.**

**Registered Trademarks**

<b>Trade Mark</b>	<b>Registration Number</b>	<b>Country of Registration</b>
CMS DATA	1896862	US
CMS DATA	1427891	US
CMS Open	611774	New Zealand
CMS Open	230196	New Zealand
CMS Open	1548022	UK
CMS Open	1886572	US
CMS	1688827	US
CO-COUNSELOR	1387349	US
PERFECTTEACHER	1366507	US
THE GLOBAL LEADER IN TIME & BILLING SOLUTIONS	2419714	US

**Aderant Legal Holdings, Inc.**

**Registered Trademarks**

<b>Trade Mark</b>	<b>Registration Number</b>	<b>Country of Registration</b>
JAVELAN	1828096	US

**SCHEDULE II: EXCLUSIVE LICENSES**

None.