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# RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Stratify, Inc. ("Assignor") in the trademarked works set forth in that certain Intellectual Property And Security Agreement dated, March 29, 2005 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on April 13, 2005 Reel 3065, Frame 0469.

Dated: December 19, 2008

SILICON VALUEY BANK

Name: Title:

Romil Randhawa

Operations Manager

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2005 by and between SILICON VALLEY BANK ("Bank") and STRATIFY, INC., a Delaware corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of March 24, 2004 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- B. Bank is willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

# AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan

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Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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Address of Grantor: 701 N. Shoreline Blvd. Suite A Mountain View, CA 94043	STRATIFY, INC.  By:  Title: VP FINANCE & FR.
Address of Bank: 3003 Tasman Drive Santa Clara, CA 95054	BANK: SILICON VALLEY BANK
	By: Title:
	By:

Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor: 701 N. Shoreline Bivd. Suite A Mountain View, CA 94043

Address of Bank: 3003 Tasman Drive Santa Clara, CA 95054 GRANTOR: STRATIFY, INC

Title: VP FINANCE LAR

BANK:

SILICON VALLEY BANK

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#### EXHIBIT A

STRATIFY, INC. LICENSABLE REMOTE WORKFORCE MANAGEMENT SOFTWARE

Stratify Classification Server™ software, version 3.4 Stratify Discovery System® software, version 3.4 Stratify Legal Discovery™ service, version 4.5

TRADEMARK REEL: 003909 FRAME: 0279

#### EXHIBIT B

#### A. Issued

US Patent No. 6,581,072 B1. Techniques for Identifying and Accessing Information of Interest to a User in a Network Environment without Compromising the User's Privacy.

US Patent No. 6,701,362 B1. Method for Creating User Profiles.

#### B. Pending

Application No. 09/860.646. Filed 05/18/01. Method and System for Classifying or Clustering One Item into Multiple Categories.

Application No. 09/861,094. Filed 05/17/01. Techniques for Sharing Content Information with Members of a Virtual User Group in a Network Environment without Compromising User Privacy.

Application No. 09/863,056. Filed 05/21/01. Method and System for Creating User Profiles by Classifying Content with a Model.

Application No. 09/879,490. Filed 06/11/01. System and Method for Displaying Customized Information to Computer Users by Using Data Resident on their Computer.

Application No. 10/017,504. Filed 12/14/01. Method and System for Guided Cluster Based Processing on Prototypes.

Application No. 11/073,338 filed 03/04/05. Techniques for Organizing Data to Support Efficient Review and Analysis.

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# **EXHIBIT C**

#### TRADEMARKS PENDING:

#### A. Registered

Discover More® Stratify® Stratify Discovery System®

# **B.** Application Pending

Application No. 78/537,036. Filed 12/22/04. Stratify Legal Discovery™ (Class 9)

Application No. 78/537,377. Filed 12/22/04. Stratify Legal Discovery™ (Classes 35, 41 and 42)

# C. Claimed, No Application Pending

Intelligence-at-a-Glance<sup>TM</sup>
Stratify Analytics<sup>TM</sup>
Stratify Classification Server<sup>TM</sup>
Stratify Customer Intelligence<sup>TM</sup>
Stratify Email Maps<sup>TM</sup>
Stratify Notification Server<sup>TM</sup>

#### INTERNET DOMAIN NAMES:

legaldiscovery.com stratify.com

**RECORDED: 12/23/2008** 

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