

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legal Imaging Technologies, Inc.		01/14/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Stratify, Inc.		
Street Address:	745 Atlantic Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2060854		
Registration Number:	2133164	LIT	
CORRESPONDENCE DATA			
Fax Number:	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bthomas@sandw.com		
Correspondent Name:	Brandi Larea Thomas		
Address Line 1:	Sullivan & Worcester LLP		
Address Line 2:	One Post Office Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	07167.0217		
NAME OF SUBMITTER:	Brandi Larea Thomas		
Signature:	/Brandi Larea Thomas/		
Date:	02/01/2010		

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Total Attachments: 7

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EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement") is dated as of January 14, 2010 by and between Legal Imaging Technologies, Inc., a California corporation, Glenn Fine, the sole stockholder of Legal Imaging Technologies, Inc. (together, "Assignor") and Stratify, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, by a Purchase and Sale Agreement, dated as of even date herewith, (the "Asset Purchase Agreement") by and between Assignee, Assignor and Glenn Fine, the sole stockholder of Assignor, Assignor wishes to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's right, title and interest in the Company Intellectual Property as defined in the Asset Purchase Agreement (the "IP Rights");

WHEREAS, without limiting the generality of the foregoing, Assignor has adopted, used or acquired certain Company Intellectual Property, including but not limited to intellectual property rights such as the proprietary software programs set forth on Schedule A hereto (said software programs, being collectively referred to herein as the "Assigned Software") and Trademarks set forth on Schedule B hereto used exclusively in connection with the Business (as such term is defined in the Asset Purchase Agreement), and has obtained or applied for registrations for some of such Trademarks, evidenced by the registrations or applications described in Schedule A (said Trademarks, including all registrations and applications for registrations thereof and all rights to sue and recover for past infringement thereof, being collectively referred to herein as the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the IP Rights (including without limitation the Assigned Software and Assigned Trademarks), including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (US\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the IP Rights in accordance with the Asset Purchase Agreement (including without limitation the Assigned Software and Assigned Trademarks), all together with the goodwill of the Business in connection with which the IP Rights (including without limitation the Assigned Software and Assigned Trademarks) are used, and with any and all renewals and extensions of the registrations for the IP Rights (including without limitation the Assigned Software and Assigned Trademarks) that may be secured under any applicable law now or hereafter in effect.

(1) Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery

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of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the IP Rights (including without limitation the Assigned Software and Assigned Trademarks);
 - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the IP Rights (including without limitation the Assigned Software and Assigned Trademarks), including testifying as to any facts relating to the IP Rights (including without limitation the Assigned Software and Assigned Trademarks) or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the IP Rights or this Assignment Agreement, Assignee agrees to bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and will be entitled to retain the entire amount of any recovery or settlement; Assignor may if it so desires also be represented by counsel of its own selection, the fees of which counsel will be paid by Assignor); and
 - (iii) in the implementation or perfection of this Assignment Agreement.
- (2) Assignor will make any and all required filings with the United States Patent and Trademark Office to effectuate the transfer of the IP Rights (including without limitation the Assigned Software and Assigned Trademarks).

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IN WITNESS WHEREOF, the undersigned certifies that he is an officer of Assignor and has been duly authorized by such Assignor to execute this Assignment Agreement on its behalf, as of the date first set forth above.

ASSIGNOR:

WITNESS:

Susan E. Fine
Name: Susan E. Fine

LEGAL IMAGING TECHNOLOGIES,
INC.

By: *Glenn Fine*
Name: Glenn Fine
Title: President

WITNESS:

Susan E. Fine
Name: Susan E. Fine

GLENN FINE

Glenn Fine

ASSIGNEE:

WITNESS:

Name: _____

STRATIFY, INC.

By: _____
Name: Todd Koopersmith
Title: Vice President, Corporate and
Business Development

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the undersigned certifies that he is an officer of Assignor and has been duly authorized by such Assignor to execute this Assignment Agreement on its behalf, as of the date first set forth above.

ASSIGNOR:

WITNESS:

**LEGAL IMAGING TECHNOLOGIES,
INC.**

Name: _____

By: _____
Name: Glenn Fine
Title: President

WITNESS:

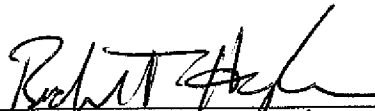
GLENN FINE

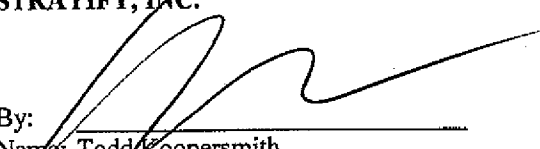
Name: _____

ASSIGNEE:

WITNESS:

STRATIFY, INC.


Name: Richard T. Hughes

By: 
Name: Todd Koopersmith
Title: Vice President, Corporate and
Business Development

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Proprietary Software

LITScan (2 versions)

- 1) Scanning software written using Visual C++ and Kofax imageControls.
Not a current product, not supported by LIT
- 2) Scanning software written with Visual Basic and Kofax imageControls.

LITPrint

Spools TIFF, JPEG or PDF images to HP or Kyocera printers, Visual C++.
One XipPrint software driver is required for multiple printers.

LITStamp

Stamping/Branding software written using Visual C++.
Requires the TMS imaging library

LITStamp_JPEG (Color version)

Stamping/Branding software written using Visual Basic.
Requires ij111.dll

Doc2TIFF

Converts native documents to TIFF, JPEG and PDF. Written with Visual Basic. Uses a Peernet driver for TIFF creation, and Acrobat for PDF. Native applications are required for each file type converted.

Doc2Text

Extracts text and metadata from native documents. Written with Visual Basic.
Native applications are required for each file type processed.

LIT_OP

Processes MS Outlook PST files. Written using Visual Basic.
Requires MS Outlook

LIT_LP

Processes Lotus Notes files. Written using Visual Basic.
Requires Lotus Notes

LITView

Image viewing and mark-up software
Not a current product, not supported by LIT

eBridge

Display monitoring software used primarily to programmatically close certain application windows.

PAT (Project Administration and Tracking)

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PAT is web based, uses a SQL database, and allows each LIT office, and LIT clients access to instructions and specifications, relevant emails, tracking logs, reports, project status, load files, and other project data. PAT also stores billing information, such as work order number, matter number, and billing contact name.

Miscellaneous LIT software

LIT has many tools written in Python, Visual C++ and Visual Basic to create load files, do MD5 hashing, deduping and filtering, manipulate PDF files, produce native files, evaluate hard drives, QC images and load files, etc.

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SCHEDULE B

Trademarks

LIT (Symbol)

Serial Number	75062425
Registration Number	2060854
Registered and Renewed	12/7/2007

LIT

Serial Number	75062501
Registration Number	2133164
Registered and Renewed	9/14/2007

Legal Imaging Technologies, Inc. (Unregistered)

Domains

LITINFO.COM (Email)
LITTOOLS.COM (PAT, FTP)

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