

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RENEW DATA CORP. | | 04/15/2010 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 75 East Trimble Road | | |
| Internal Address: | M/C 4770 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95131 | | |
| Entity Type: | Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77921238 | VESTIGATE | |
| Serial Number: | 77880805 | GLOBAL IN REACH. LOCAL IN FOCUS. | |
| Serial Number: | 77550633 | SINGLE PASS PROCESSING | |
| Serial Number: | 77378196 | V VESTIGATE | |
| Serial Number: | 77375871 | ESIRM | |
| Serial Number: | 77354160 | BTLM | |
| Serial Number: | 77225905 | ACTIVEVAULT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)833-2001 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 650-833-2247 | | |
| Email: | charlotte.fu@dlapiper.com | | |
| Correspondent Name: | Charlotte X. Fu | | |
| Address Line 1: | DLA Piper LLP (US) | | |

CH \$190.00 77921238

Address Line 2: 2000 University Avenue
Address Line 4: East Palo Alto, CALIFORNIA 94303

| | |
|-------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | 329034-174 (M. SCHWARTZ) |
| NAME OF SUBMITTER: | Charlotte X. Fu |
| Signature: | /s/ Charlotte X. Fu |
| Date: | 05/28/2010 |

Total Attachments: 7

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of April 15, 2010 by and between COMERICA BANK ("Bank") and RENEW DATA CORP., a Texas corporation ("Grantor") and amends and restates in its entirety that certain Amended and Restated Intellectual Property Security Agreement executed by Grantor in favor of Bank dated as of March 20, 2007 (the "Original IP Agreement").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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). Bank is willing 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.

B. 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 Grantor and Bank, 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank provided for herein or in the Loan 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 rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are

hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement and the other Loan Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

9500 Arboretum Blvd., Suite L2-120
Austin, TX 78759

Attn: Chief Executive Officer

RENEW DATA CORP.

By: 

Title: CEO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

| | <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|--------------------|--------------------------------|--------------------------|
| | None. | | |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent Application No./Issued Patent No.</u> | <u>Date</u> |
|---|---|-------------|
| Method and System for Enterprise-Wide Retention of Digital or Electronic Data <i>(Provisional)</i> | 60/440,728 | 01/17/03 |
| Method and System for Enterprise-Wide Retention of Digital or Electronic Data <i>(Conversion)</i> | 10/759,622 | 01/16/04 |
| System and Method for Data Extraction in a Non-Native Environment, Data De-Duplication, Database Creation and Manipulation, Image Back-Up and PST File Monitoring <i>(Provisional)</i> | 60/440,855 | 01/17/03 |
| System and Method for Data Extraction Form Email Files <i>(Conversion)</i> | 10/759,663 | 01/16/04 |
| System and Method for Data De-Duplication <i>(Conversion)</i> | 10/759,599 | 01/16/04 |
| System and Method for Data Extraction and Backup Database <i>(Conversion)</i> | 10/759,623 | 01/16/04 |
| System and Method of Monitoring a Personal Folder File <i>(Conversion)</i> | 10/760,010 | 01/16/04 |
| System and Method for Detecting Out of Place or Incorrect Content in a Stream of Data <i>(Provisional)</i> | 60/634,352 | 12/08/04 |
| System and Method for Detecting Incongruous or Incorrect Media in a Data Recovery Process <i>(Conversion)</i> | 11/294,950 | 12/06/2005 |
| System and Method for Management of Retention Periods for Content in a Computing System <i>(Provisional)</i> | 60/651,121 | 02/08/05 |
| System and Method for Management of Retention Periods for Content in a Computing System <i>(Conversion)</i> | 11/349,570 | 02/08/2006 |
| Magneto resistive film, method of manufacturing magnetoresistive film, and memory using magnetoresistive film | 6791866 | 9/14/04 |
| System and method for data extraction in a non-native environment | 10697728 | 10/30/03 |
| Method of producing dyeing pigment for yarns | 10757599 | 1/15/04 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-------------------------------------|---|---|
| (design only) | 2,842,389 | 5/18/2004 |
| Renew Data | 2,750,138 | 8/12/2003 |
| Evidence. Not Data (block letters) | 78-760352 | 11/23/2005 |
| Consultnow (block letters) | 78-734748 | 10/17/2005 |
| Ediscoverynow (block letters) | 78-734737 | 10/17/2005 |
| Preservationnow (block letters) | 78-734727 | 10/17/2005 |
| Discovereveryone (stylized letters) | 78-714091 | 9/15/2005 |
| Discovereveryone (block letters) | 78-714087 | 9/15/2005 |
| Activevault (block letters) | 78-572630 | 2/22/2005 |
| Renew Data | 78-186566 | 11/19/2002 |
| (design only) | 76-469397 | 11/19/2002 |

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| System and Method for Data Extraction in a Non-Native Environment, Data De-Duplication, Database Creation and Manipulation, Image Back-Up and PST File Monitoring <i>(Provisional)</i> | 60/440,855 | 01/17/03 |
| System and Method for Data Extraction Form Email Files <i>(Conversion)</i> | 10/759,663 | 01/16/04 |
| System and Method for Data De-Duplication <i>(Conversion)</i> | 10/759,599 | 01/16/04 |
| System and Method for Data Extraction and Backup Database <i>(Conversion)</i> | 10/759,623 | 01/16/04 |
| System and Method of Monitoring a Personal Folder File <i>(Conversion)</i> | 10/760,010 | 01/16/04 |
| System and Method for Detecting Out of Place or Incorrect Content in a Stream of Data <i>(Provisional)</i> | 60/634,352 | 12/08/04 |
| System and Method for Detecting Incongruous or Incorrect Media in a Data Recovery Process <i>(Conversion)</i> | 11/294,950 | 12/06/2005 |
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| Magneto resistive film, method of manufacturing magneto resistive film, and memory using magneto resistive film | 6791866 | 9/14/04 |
| System and method for data extraction in a non-native environment | 10697728 | 10/30/03 |
| Method of producing dying pigment for yarns | 10757599 | 1/15/04 |
| Methods for enhancing efficiency and cost effectiveness of first pass review of documents | 11449400 | 6/7/06 |
| System and method for utilizing advanced search and highlighting techniques for isolating subsets of relevant content data | 12025715 | 2/4/08 |

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| (design only) | 2,842,389 | 5/18/2004 |
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| Consultnow (block letters) | 78-734748 | 10/17/2005 |
| Ediscoverynow (block letters) | 78-734737 | 10/17/2005 |
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| Discoveryone (stylized letters) | 78-714091 | 9/15/2005 |
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| Activevault (block letters) | 78-572630 | 2/22/2005 |
| Renew Data | 78-186566 | 11/19/2002 |
| (design only) | 76-469397 | 11/19/2002 |
| VESTIGATE | 77921238 | 1/27/10 |
| GLOBAL IN REACH, LOCAL IN FOCUS | 77880805 | 11/25/09 |
| SINGLE PASS PROCESSING | 77550633 | 8/19/08 |
| VESTIGATE | 77378196 | 1/23/08 |
| ESIRM | 77375871 | 1/18/08 |
| BTLM | 77354160 | 12/17/07 |
| ACTIVEVAULT | 77225905 | 7/10/07 |