

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Amendment and Confirmation of Intellectual Property Collateral Assignment Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| EPIQ Systems, Inc. | | 06/09/2010 | CORPORATION: MISSOURI |

RECEIVING PARTY DATA

| | |
|--------------------------|------------------------------------|
| Name: | KeyBank National Association |
| Street Address: | 127 Public Square |
| Internal Address: | Attn: Institutional Banking |
| City: | Cleveland |
| State/Country: | OHIO |
| Postal Code: | 44114 |
| Entity Type: | National Banking Association: OHIO |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------|----------|--------------|
| Serial Number: | 77963985 | EPIQ |
| Serial Number: | 77963987 | EPIQ SYSTEMS |
| Serial Number: | 77246812 | CLAIMSMATRIX |
| Serial Number: | 77246840 | DEBTORMATRIX |
| Serial Number: | 77214678 | EDATAMATRIX |
| Serial Number: | 77922100 | TCMSWEB |

CORRESPONDENCE DATA

Fax Number: (216)566-5800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216-566-5940
 Email: wendy.seifert@thompsonhine.com
 Correspondent Name: Adam R. Nazette, Esq.
 Address Line 1: 127 Public Square
 Address Line 2: 3900 Key Center

OP \$165.00 77963985

900165116

**TRADEMARK
 REEL: 004228 FRAME: 0354**

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 059130.00046

NAME OF SUBMITTER: Adam R. Nazette, Esq.

Signature: /arn/

Date: 06/21/2010

Total Attachments: 7

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AMENDMENT AND CONFIRMATION OF
INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This AMENDMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 9th day of June, 2010 by and between EPIQ SYSTEMS, INC., a Missouri corporation ("Pledgor"), and KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

WHEREAS, Pledgor, the lenders named therein and Agent entered into that certain Second Amended and Restated Credit and Security Agreement, dated as of July 30, 2008 (as amended, the "Second Amended Credit Agreement"), which agreement amended and restated that certain Amended and Restated Credit and Security Agreement, dated as of November 15, 2005 (as amended, the "First Amended Credit Agreement"), which agreement amended and restated that certain Credit and Security Agreement, dated as of July 20, 2004 (the "Original Credit Agreement");

WHEREAS, Pledgor and each Domestic Subsidiary Borrower, as defined in the Credit Agreement (each such Domestic Subsidiary Borrower, together with Pledgor and their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Third Amended and Restated Credit and Security Agreement, dated as of June 9, 2010, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

WHEREAS, Pledgor executed and delivered to Agent that certain Intellectual Property Collateral Assignment Agreement, dated as of July 20, 2004, wherein Pledgor granted to Agent, for the benefit of the lenders described therein, a security interest in all of Pledgor's intellectual property as security for the Obligations, as defined in the Original Credit Agreement (as amended, the "IP Agreement");

WHEREAS, the Credit Agreement amends and restates in its entirety the Second Amended Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall each secure the Obligations, as defined in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accomodation granted to Pledgor by Agent and the Lenders and for other valuable consideration, Pledgor hereby agrees as follows:

1. Amendments to IP Agreement.

(a) Amendment to Recitals. The IP Agreement is hereby amended to delete Section 1 (Recitals) therefrom and to insert in place thereof the following:

1. Recitals.

EPIQ SYSTEMS, INC., a Missouri corporation (“Pledgor”), each Domestic Subsidiary Borrower, as defined in the Credit Agreement, as hereinafter defined (each such Domestic Subsidiary Borrower, together with Pledgor and their respective successors and assigns, collectively, “Borrowers” and, individually, each a “Borrower”), is entering into that certain Third Amended and Restated Credit and Security Agreement, dated as of June 9, 2010, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”) and Agent (as the same may from time to time be further amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that the Lenders grant the financial accommodations to Borrowers as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, provided for in the Credit Agreement.

Pledgor understands that the Lenders are willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders, a security interest in and an assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrowers by the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

(b) Amendment to Schedule 1. The IP Agreement is hereby amended to delete Schedule 1 therefrom and to insert in place thereof a new Schedule 1 in the form of Schedule 1 hereto.

2. Confirmation of Security Interests.

(a) Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder.

(b) Pledgor hereby acknowledges and agrees that the Credit Agreement amends and restates the Second Amended Credit Agreement, but does not terminate or replace the Second Amended Credit Agreement. All of the Obligations arising under the Second Amended Credit Agreement and the IP Agreement shall continue as Obligations under the Credit Agreement, except as amended by the Credit Agreement, and shall be secured, along with all Obligations and any future indebtedness owing under the Credit Agreement, by the security

interests granted under the IP Agreement. Except as specifically set forth in the Credit Agreement, none of the Obligations arising under the Second Amended Credit Agreement and IP Agreement are satisfied, repaid or released by the execution of the Credit Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and permitted assigns, and shall inure to the benefit of and be enforceable and exercisable by Agent, on behalf of and for the benefit of Agent and the Lenders and their respective successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

6. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any such action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG PLEDGOR, AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Confirmation of Intellectual Property Collateral Assignment Agreement as of the date first set forth above.

EPIQ SYSTEMS, INC.

By: Elizabeth M. Braham
Elizabeth M. Braham
Executive Vice President & Chief
Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

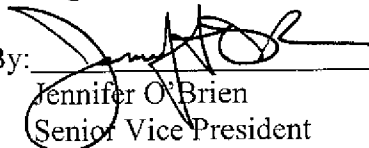
JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG PLEDGOR, AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Confirmation of Intellectual Property Collateral Assignment Agreement as of the date first set forth above.

EPIQ SYSTEMS, INC.

By: _____
Elizabeth M. Braham
Executive Vice President & Chief
Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____

Jennifer O'Brien
Senior Vice President

SCHEDULE 1

1. Patents and Patent Licenses

None

2. Trademarks Filed with the U.S. Patent & Trademark Office

| Trademark | Serial Number | Registration Number | Date of Application | Reg. Date |
|--------------------------|---------------|---------------------|---------------------|------------|
| TCMS and DESIGN | 75572782 | 2700658 | 10/19/98 | 3/25/03 |
| BANKRUPTCY LINK | 76168320 | 2676367 | 11/20/00 | 1/21/03 |
| CASE POWER | 75572780 | 2696014 | 10/19/98 | 3/11/03 |
| CASE POWER 13 and DESIGN | 75572781 | 2488169 | 10/19/98 | 9/11/01 |
| EPIQ | 77150968 | N/A | 4/6/2007 | Pending |
| EPIQ DESIGN | 77963985 | N/A | 3/19/2010 | Pending |
| EPIQ SYSTEMS | 77150977 | N/A | 4/6/2007 | Pending |
| EPIQ SYSTEMS DESIGN | 77963987 | N/A | 3/19/2010 | Pending |
| CLAIMSMATRIX | 77246812 | 3696372 | 8/3/2007 | Pending |
| DEBTORMATRIX | 77246840 | N/A | 8/3/2007 | Pending |
| LEGALMATRIX | 77246868 | N/A | 8/3/2007 | Pending |
| CREDITORMATRIX | 77246802 | N/A | 8/3/2007 | Pending |
| CLASSMATRIX | 77246884 | N/A | 8/3/2007 | Pending |
| EDATAMATRIX | 77214678 | 3696346 | 6/25/2007 | 10/13/2009 |
| DOCUMATRIX | 77246788 | N/A | 8/3/2007 | Pending |
| XFRAME | 77246744 | N/A | 8/3/2007 | Pending |
| TCMSWEB | 77922100 | N/A | 1/28/2010 | Pending |
| IQ REVIEW DESIGN | 77963984 | N/A | 3/19/2010 | Pending |
| IQ REVIEW | 77936035 | N/A | 2/15/2010 | Pending |
| EPIQ IQ REVIEW | 77936632 | N/A | 2/16/2010 | Pending |

| Trademark | Serial Number | Registration Number | Date of Application | Reg. Date |
|----------------------|---------------|---------------------|---------------------|-----------|
| EDISCOVERY IQ REIVEW | 77936623 | N/A | 2/16/2010 | Pending |

Service Marks:

| Service mark | Serial Number | Registration Number | Date of Application | Reg. Date |
|----------------------|---------------|---------------------|---------------------|-----------|
| IQ REVIEW | 77936035 | N/A | 2/15/2010 | Pending |
| EPIQ IQ REVIEW | 77936632 | N/A | 2/16/2010 | Pending |
| EDISCOVERY IQ REVIEW | 77936623 | N/A | 2/16/2010 | Pending |

3. Registered Copyrights

None

4. Software Licensed from Third Parties

The Pledgor licenses software applications from third parties in the ordinary course of business.

5. Proprietary Software

EPIQ Systems, Inc.

- TCMS® -- Computer software for bankruptcy case management for use by bankruptcy trustees and other fiduciaries.
- Case Power® (including CasePower13®) – Computer software for bankruptcy case management for use by bankruptcy trustees and other fiduciaries.
- Bankruptcy Link® -- Bankruptcy case management services, namely organizing and managing information in bankruptcy matters; on-line bankruptcy management services, namely provision of a portal through which bankruptcy case information is accessible.
- TCMSWeb™ – Computer software for bankruptcy case management for use by bankruptcy trustees and other fiduciaries; accessed over the internet.
- TCMS.NET™ – Computer software for bankruptcy case management for use by bankruptcy trustees and other fiduciaries.
- ECF – Computer software that provides services to our applications such as gathering data from the federal and district bankruptcy courts and distributing to trustees and other fiduciaries in an organized and timely manner.

Software Licensed from Third Parties

The Pledgor licenses software applications from third parties in the ordinary course of business.