# 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 |
|---|---|---|---|
| National Default Exchange, LP | | 12/06/2010 | LIMITED PARTNERSHIP: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | U.S. Bank National Association, as Administrative Agent |
| Street Address: | 800 Nicollet Mall |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3416707 | NDEX |
| Registration Number: | 3338099 | PACT |

OP $65.00 3416707

CORRESPONDENCE DATA

Fax Number: (612)340-8856
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
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Correspondent Name: Jamie Nafziger
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Address Line 4: Minneapolis, MINNESOTA 55402-1498

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| ATTORNEY DOCKET NUMBER: | M218228 |
| NAME OF SUBMITTER: | Jamie Nafziger |
| Signature: | /Jamie Nafziger/ |

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| Date: | 12/07/2010 |

Total Attachments: 12
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# COLLATERAL ASSIGNMENT (TRADEMARKS)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of December 6, 2010, is made and given by NATIONAL DEFAULT EXCHANGE, LP, a Delaware limited partnership (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

## RECITALS

A. The Assignor, the Assignee, The Dolan Company, a Delaware corporation ("Dolan") and its Subsidiaries that are signatories thereto (together with Dolan and the Assignor, the "Borrowers"), and the Lenders have entered into a Third Amended and Restated Credit Agreement dated as of December 6, 2010 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Assignee and the Lenders have agreed to extend certain credit accommodations to the Borrowers under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Borrowers to the Assignee and the Lenders arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement and Irrevocable Proxy of even date herewith (the "Security Agreement") by and among Assignor, the other grantors party thereto, and Assignee which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks and tradenames set forth in Exhibit A attached hereto, and the trademarks and tradenames so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or applicable state or foreign trademark office (except for intent to use applications).

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title, and interest in and to all of the present United States and material state and foreign trademarks and trade names and the

registrations and applications (except for intent to use applications) therefor owned by the Assignor (the "Trademarks"), including but not limited to those registered trademarks and tradenames set forth on Exhibit A, and including, without limitation, any and all common law rights in Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and continuation of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence and continuation of such an Event of Default and notice, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to the Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignments of Trademarks at the time of transfer. Notwithstanding the foregoing provisions of this Section 1, the Assignee acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Assignee arranges for an assignment of such Trademarks from the Assignee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Assignee seeks to transfer all other Trademarks pursuant to Exhibit B, it may also complete Exhibit C with respect to any U.S. intent-to-use applications and, provided that Exhibit C satisfies the conditions of the preceding sentence, Assignor agrees that it will promptly execute and return the same to Assignee.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending (and intent to use applications), the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in material compliance with statutory notice requirements relating to its use of the Trademarks;

(f) except for liens permitted pursuant to Section 6.23 of the Credit Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(g) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are all of the United States and foreign Trademarks and applications therefor now owned by the Assignor;

(h) the Assignor has marked with an asterisk each U.S. intent-to-use trademark application listed on Exhibit A for which a verified amendment to allege use or statement of use has not been filed; and

(i) the Assignor will, at any time upon request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application (except for intent to use applications), registration, trademark, or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit D attached hereto and except as permitted by the Credit Agreement in the ordinary course of business.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements



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and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Documents, as defined therein.

7. The Assignor shall (a) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, (b) make application on those trademarks and trade names that are unregistered but capable of being registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.



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14. Upon payment in full of all Liabilities (other than Borrowers' unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Borrowers, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (a) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (b) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN, OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

NATIONAL DEFAULT EXCHANGE, LP

By _____
Name: Scott J. Pollei
Title: Vice President, Secretary and Treasurer

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT (TRADEMARKS)]

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

## TRADEMARK SCHEDULE

### U.S. Registrations

| Trademark | Registration No. | Registration Date | Serial No. | Filing Date | Status |
|---|---|---|---|---|---|
| **NDEx** | 3,416,707 | 4/29/2008 | 77/049,432 | 11/22/2006 | Registered |
| **Pact & Design** | 3,338,099 | 11/20/2007 | 77/050,031 | 11/22/2006 | Registered |

### Foreign Registrations

None.

### State Registrations

None.

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

**FORM OF**
**ASSIGNMENT OF TRADEMARKS**

WHEREAS, NATIONAL DEFAULT EXCHANGE, LP, a Delaware limited partnership ("Assignor"), is the owner of the entire right, title and interest in and to certain United States and state and foreign trademarks and tradenames ("Trademarks"); and

WHEREAS, U.S. Bank National Association, in its capacity as administrative agent (the "Agent" for the lenders (the "Lenders") from time to time party to that certain Third Amended and Restated Credit Agreement dated as of December __, 2010, by and among the Assignor, The Dolan Company, a Delaware corporation and its Subsidiaries that are signatories thereto, the Lenders, and the Agent (the Agent, in such capacity, the "Assignee"), desires to acquire the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Trademarks, including each and every Trademarks that is granted on any application (except for intent to use applications) that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns, and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, 20___.

NATIONAL DEFAULT EXCHANGE, LP

By: _____
Name: _____
Title: _____

EXHIBIT C TO
COLLATERAL ASSIGNMENT
(TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

(Intent-To-Use Applications)

This Assignment having an effective date of _____, ____ is made by and between NATIONAL DEFAULT EXCHANGE, LP, a limited partnership organized under the laws of the State of Delaware ("Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Agent ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and applications therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act.

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IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

NATIONAL DEFAULT EXCHANGE, LP

(Assignor)

Date: _____ By_____
Title_____

U.S. BANK NATIONAL ASSOCIATION, as Agent

(Assignee)

Date: _____ By_____
Title_____

EXHIBIT D
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

**TRADEMARK LICENSES**

None.