

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment and Confirmation of Intellectual Property Collateral Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EPIQ Systems, Inc.		04/25/2011	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	127 Public Square		
<b>Internal Address:</b>	Attn: Institutional Banking		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3917370	DOCUMATRIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)566-5800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-566-5940		
<b>Email:</b>	wendy.seifert@thompsonhine.com		
<b>Correspondent Name:</b>	Adam R. Nazette, Esq.		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 2:</b>	3900 Key Center		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	059130.00046		
<b>NAME OF SUBMITTER:</b>	Adam R. Nazette, Esq.		
<b>Signature:</b>	/am/		

OP \$40.00 3917370

Date:

05/27/2011

**Total Attachments: 8**

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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 25<sup>th</sup> day of April, 2011 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 Third Amended and Restated Credit and Security Agreement, dated as of June 9, 2010 (as amended, the "Third Amended Credit Agreement"), which agreement amended and restated 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 Fourth Amended and Restated Credit and Security Agreement, dated as of April 25, 2011, 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"), Agent, Silicon Valley Bank and Regions Bank, as co-syndication agents, BBVA Compass and PNC Bank, National Association, as co-documentation agents, and RBS Citizens, National Association, as senior managing 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 Third Amended Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall 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, the receipt and sufficiency of which is hereby acknowledged, 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 Fourth Amended and Restated Credit and Security Agreement, dated as of April 25, 2011, 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"), Agent, Silicon Valley Bank and Regions Bank, as co-syndication agents, BBVA Compass and PNC Bank, National Association, as co-documentation agents, and RBS Citizens, National Association, as senior managing 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.

(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 Third Amended Credit Agreement, but does not terminate or replace the Third Amended Credit Agreement. All of the Obligations arising under the Third 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 Third 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 BORROWERS, 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 Braham  
Elizabeth M. Braham  
Executive Vice President & Chief  
Financial Officer

KEYBANK NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
David A. Wild  
Senior Vice President

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 BORROWERS, 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: DA Wild  
David A. Wild  
Senior Vice President

**SCHEDULE 1**

**1. Patents and Patent Licenses**

None.

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

Owner	Trademark	Serial Number	Registration Number	Date of Application	Reg. Date
Epiq Systems, Inc.	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	10/13/2009
	DEBTORMATRIX	77246840	3818806	8/3/2007	7/13/2010
	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	3917370	8/3/2007	2/8/2011
	XFRAME	77246744	N/A	8/3/2007	Pending
	TCMSWEB	77922100	3875979	1/28/2010	11/16/2010
	IQ REVIEW DESIGN	77963984	N/A	3/19/2010	Pending
IQ REVIEW	77936035	N/A	2/15/2010	Pending	



Owner	Trademark	Serial Number	Registration Number	Date of Application	Reg. Date
	EPIQ IQ REVIEW	77936632	N/A	2/16/2010	Pending
	EDISCOVERY IQ REIWEV	77936623	N/A	2/16/2010	Pending
	AACER	78403008	2965166	4/16/2004	7/5/2005
	DMX	85229604	N/A	1/30/2011	Pending
	DMX MOBILE	85229605	N/A	1/30/2011	Pending
	DOCUMATRIX MOBILE	85229600	N/A	1/30/2011	Pending

**Service Marks:**

Owner	Service mark	Serial Number	Registration Number	Date of Application	Reg. Date
Epiq Systems, Inc.	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
	EPIQ	77150968	N/A	4/6/2007	Pending
	EPIQ SYSTEMS	77150977	N/A	4/6/2007	Pending
	CLASSMATRIX	77246884	N/A	8/3/2007	Pending
	CREDITORMATRIX	77246802	N/A	8/3/2007	Pending
	LOANMATRIX	85129687	N/A	9/14/2010	Pending
	DMX	85229604	N/A	1/30/2011	Pending
	DMX MOBILE	85229605	N/A	1/30/2011	Pending
	DOCUMATRIX MOBILE	85229600	N/A	1/30/2011	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®, TCMS.NET™, TCMSWeb™ -- 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.
- 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.