

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAUPO HOLDING, INC.		08/18/2011	CORPORATION: DELAWARE
ADERANT NORTH AMERICA, INC.		08/18/2011	CORPORATION: FLORIDA
ADERANT HOLDINGS, INC.		08/18/2011	CORPORATION: DELAWARE
ADERANT LEGAL HOLDINGS, INC.		08/18/2011	CORPORATION: DELAWARE
ADERANT ENTERPRISE HOLDINGS, INC.		08/18/2011	CORPORATION: DELAWARE
ADERANT INTERNATIONAL HOLDINGS, INC.		08/18/2011	CORPORATION: DELAWARE
NOVIENT, INC.		08/18/2011	CORPORATION: GEORGIA
ADERANT LEGAL HOLDINGS (NZ) ULC		08/18/2011	Unlimited Liability Company: NEW ZEALAND
ADERANT CASE MANAGEMENT, LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
ADERANT FM, LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
ADERANT CM, LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
ADERANT CRM, LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
ADERANT COMPULAW, LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

CH \$290.00 168827

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC (formerly known as Wells Fargo Foothill, LLC), as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1688827	CMS
Registration Number:	1886572	CMS OPEN
Registration Number:	3589135	ADERANT
Registration Number:	3524289	ADERANT EXPERT
Registration Number:	1682788	DOCUDRAFT
Registration Number:	1828096	JAVELAN
Registration Number:	2485818	NOVIENT
Registration Number:	3989685	DEADLINES ON DEMAND
Registration Number:	3012316	DEADLINES ON DEMAND
Registration Number:	1969720	COMPULAW
Serial Number:	85136425	STARLAW

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco
Address Line 1: 515 S. Flower St., 25th Floor
Address Line 2: c/o Paul Hastings LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	ADERANT(73896.30): TRADEM
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	08/19/2011

Total Attachments: 15

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TRADEMARK

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 18th day of August, 2011, by and among the Persons listed on the signature pages hereof as "Grantors" (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (formerly known as Wells Fargo Foothill, LLC), in its capacity as the administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders party thereto as "Lenders" (each of such Lenders, together with their respective successors and permitted assigns, are referred to hereinafter as a "Lender"), Agent, **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as joint lead arrangers (in such capacity, together with their successors and assigns in such capacity, the "Joint Lead Arrangers"), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as joint book runners (in such capacity, together with their successors and assigns in such capacity, the "Joint Book Runners"), **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, and **SILICON VALLEY BANK**, a California corporation, as co-syndication agents (in such capacity, together with their successors and assigns in such capacity, the "Co-Syndication Agents"), **SILICON VALLEY BANK**, a California corporation, as documentation agent (in such capacity, together with its successors and assigns in such capacity, the "Documentation Agent"), **TAUPO HOLDING, INC.**, a Delaware corporation, as parent ("Parent"), and **ADERANT NORTH AMERICA, INC.**, a Florida corporation, as borrower ("Borrower"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of August 18, 2011, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, the Grantors signatory thereto and Agent are parties to that certain Trademark Security Agreement, dated as of October 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office on or about October 31, 2008 at Reel 003881, Frame 0259;

WHEREAS, pursuant to the Security Agreement, Grantors are required to (a) amend, restate, and modify, but not extinguish the Original Trademark Security Agreement, and (b) execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees to amend and restate the Original Trademark Security Agreement in its entirety as follows:

1. Defined Terms. All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Security Agreement or, if not defined therein, the Credit Agreement (including Schedule 1.1 thereto).

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License including the right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

Notwithstanding anything to the contrary set forth herein, the term “Trademark Collateral” shall not include any intent to use trademark applications until such time as a verified statement of use with respect thereto has been filed with the United States Patent and Trademark Office.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

5. Authorization to Supplement. To the extent required by the Security Agreement or the Credit Agreement, Grantor shall give Agent prompt notice in writing of any additional United States Trademarks or Trademark applications after the date hereof. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the Credit Agreement). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean (i) the payment or repayment in full in immediately available funds of (A) the principal amount of, and interest accrued with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (B) all Lender Group Expenses that have accrued regardless of whether demand has been made therefor, (C) all fees or charges that have accrued hereunder or under any other Loan Document (including the Letter of Credit Fee and the Unused Line Fee), (ii) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, (iii) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization, (iv) the receipt by Agent of cash collateral in order to secure any other contingent Secured Obligations for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to Agent or a Lender at the time that are reasonably expected to result in any loss, cost, damage or expense (including attorneys fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Secured Obligations, (v) the payment or repayment in full in immediately available funds of all other Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (A) unasserted contingent indemnification Secured Obligations, (B) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (C) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (vi) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.**

(a) THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF CALIFORNIA, STATE OF CALIFORNIA; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES AND THE STATE OF CALIFORNIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL 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. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING LENDER, OR THE UNDERLYING ISSUER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY

AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN CLAUSE (c) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE

REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS TRADEMARK SECURITY AGREEMENT.

9. Amendment and Restatement; No Novation.

(a) This Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement. The security interests granted by each Grantor to any of Agent or the Lender Group or the Bank Product Providers in the Trademark Collateral under the Original Trademark Security Agreement continue without interruption under this Trademark Security Agreement to secure the Secured Obligations and such security interests are hereby reaffirmed, ratified and confirmed in all respects.


(b) Nothing herein contained shall be construed as a substitution, novation, discharge or release of the obligations or liabilities outstanding under the Original Trademark Security Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Grantor from any of its obligations or liabilities under the Original Trademark Security Agreement. Each Grantor hereby confirms and agrees that on and after the date hereof all references in any Loan Document to "the Trademark Security Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Original Trademark Security Agreement shall be a reference to the Original Trademark Security Agreement as amended and restated by this Trademark Security Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TAUPO HOLDING, INC.,
a Delaware corporation

By: 
Name: Robert B. Rogers
Title: Secretary and Chief Financial Officer

ADERANT NORTH AMERICA, INC.,
a Florida corporation

By: _____
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT LEGAL HOLDING S, INC.,
a Delaware corporation

By: _____
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT ENTERPRISE HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT INTERNATIONAL HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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GRANTORS:

TAUPO HOLDING, INC.,
a Delaware corporation

By: _____
Name: Robert B. Rogers
Title: Secretary and Chief Financial Officer

ADERANT NORTH AMERICA, INC.,
a Florida corporation

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT HOLDINGS, INC.,
a Delaware corporation

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT LEGAL HOLDING S, INC.,
a Delaware corporation

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ADERANT INTERNATIONAL HOLDINGS, INC.,
a Delaware corporation

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

NOVIENT, INC.,
a Georgia corporation

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT LEGAL HOLDING S (NZ) ULC,
a New Zealand unlimited liability company

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and director

ADERANT CASE MANAGEMENT, LLC,
a Delaware limited liability company

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT FM, LLC,
a Delaware limited liability company

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT CM, LLC,
a Delaware limited liability company

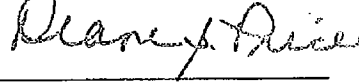
By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

ADERANT CRM, LLC,
a Delaware limited liability company

By: Deane S. Price
Name: Deane S. Price
Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

ADERANT COMPULAW, LLC,
a Delaware limited liability company



By:

Name: Deane S. Price

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004608 FRAME: 0542

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: Chris Parker

Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004608 FRAME: 0543

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademark	Registrant	Successor Entity (if any)	Registration Number	Country of Registration
CMS OPEN	Solution 6 North America, Inc.	Aderant North America, Inc.	230196	New Zealand
CMS	Aderant North America, Inc.		1688827	US
CMS OPEN	Aderant North America, Inc.		1886572	US
KEYSTONE	Keystone Solutions Limited	Aderant Legal Holdings (NZ) ULC	TM 630822	Australia
KEYSTONE	Keystone Solutions Limited	Aderant Legal Holdings (NZ) ULC	TM 791588	Australia
KEYSTONE	Keystone Solutions Ltd	Aderant Legal Holdings (NZ) ULC	TM 236948	New Zealand
CMS OPEN	Aderant North America, Inc.		611774	Australia
KEYSTONE	Keystone Solutions Ltd	Aderant Legal Holdings (NZ) ULC	630822	Australia
ADERANT EXPERT	Aderant Holdings, Inc.		1112979	Australia
ADERANT	Aderant Holdings, Inc.		1111876	Australia
ADERANT	Aderant Holdings, Inc.		TMA710,209	Canada
ADERANT	Aderant Holdings, Inc.		005043153	European Union
ADERANT EXPERT	Aderant Holdings, Inc.		005065743	European Union

Trademark	Registrant	Successor Entity (if any)	Registration Number	Country of Registration
ADERANT	Aderant Holdings, Inc.		300640538	Hong Kong
ADERANT EXPERT	Aderant Holdings, Inc.		300640557	Hong Kong
ADERANT	Aderant Holdings, Inc.		747407	New Zealand
ADERANT EXPERT	Aderant Holdings, Inc.		747742	New Zealand
ADERANT	Aderant Holdings, Inc.		T06/09284Z	Singapore
ADERANT EXPERT	Aderant Holdings, Inc.		T06/09286F	Singapore
ADERANT	Aderant Holdings, Inc.		3,589,135	US
ADERANT EXPERT	Aderant Holdings, Inc.		3,524,289	US
ADERANT	Aderant Holdings, Inc.		5700307 (class 9)	China
ADERANT	Aderant Holdings, Inc.		5700308 (class 42)	China
ADERANT EXPERT	Aderant Holdings, Inc.		5700305 (class 9)	China
ADERANT EXPERT	Aderant Holdings, Inc.		5700306 (class 42)	China
DOCUDRAFT	Solution 6 Pty Ltd	Aderant Legal Holdings (AUS) Pty Ltd	1682788	US
JAVELAN	Aderant Legal Holdings, Inc.		1828096	US
NOVIENT	Novient, Inc.		2485818	US

Trademark	Registrant	Successor Entity (if any)	Registration Number	Country of Registration
CIO OPEN FOR THE NET	Solution 6 North America, Inc.	Aderant North America, Inc.	887183	Australia
KEYSTONE	Keystone Solutions Ltd	Aderant Legal Holdings (NZ) ULC	791588	Australia
ADERANT EXPERT	Aderant Holdings, Inc.		TMA 720,338	Canada
THE GLOBAL LEADER IN TIME AND BILLING SOLUTIONS	Aderant North America, Inc.		570382	Canada
NOVIENT	Novient, Inc.		2336394	European Community
NOVIENT	Novient, Inc.		1775535	European Community
ADERANT	Aderant Holdings, Inc.		T0609283A	Singapore
ADERANT EXPERT	Aderant Holdings, Inc.		T0609285H	Singapore
DEADLINES ON DEMAND	CompuLaw LLC	Aderant CompuLaw, LLC	3989685	United States
DEADLINES ON DEMAND	CompuLaw LLC	Aderant CompuLaw, LLC	3012316	United States
COMPULAW	CompuLaw LLC	Aderant CompuLaw, LLC	1969720	United States
COMPULAW	CompuLaw LLC	Aderant CompuLaw, LLC	605911	Canada

TRADEMARK APPLICATIONS

Trademark	Applicant	Application Number	Country of Application
STARLAW	Aderant Holdings, Inc.	85/136,425	United States
STARLAW	Aderant Holdings, Inc.	009665548	European Union

COMMON LAW MARKS

- DEADLINES.COM
- CompuLaw, LLC
- Deadlines on Demand, LLC
- CompuLaw Vision