#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CompuLaw LLC		108/18/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Aderant CompuLaw, LLC
Street Address:	10277 West Olympic Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3989685	DEADLINES ON DEMAND
Registration Number:	1969720	COMPULAW
Registration Number:	3012316	DEADLINES ON DEMAND

#### **CORRESPONDENCE DATA**

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23693-4
NAME OF SUBMITTER:	Susan Zablocki

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REEL: 004614 FRAME: 0190

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Signature:	/susan zablocki/
Date:	08/30/2011
Total Attachments: 7 source=Intellectual Property Assignment [E	xecuted]_(19537289_4)#page2.tif xecuted]_(19537289_4)#page3.tif xecuted]_(19537289_4)#page4.tif xecuted]_(19537289_4)#page5.tif xecuted]_(19537289_4)#page6.tif

#### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "<u>Assignment</u>") is made as of August 18, 2011, by and among Aderant CompuLaw, LLC, a Delaware limited liability company (the ("<u>Assignee</u>"), and CompuLaw LLC, a California limited liability company ("<u>Assignor</u>"), under the following circumstances:

#### BACKGROUND

This Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement entered into as of August 18, 2011, by and among Assignee and Assignor and, for purposes of Sections 4.8 (Principal Stockholder Covenants), 8.1 (Indemnification), 8.3 (Press Releases and Announcements), 8.9 (Tax Matters), 8.11 (Non-Competition, Non-Solicitation and Confidentiality), 9.2 (Notices) and 9.10 (Governing Law) and Article 6 (Representations and Warranties of the Principal Stockholders), each of David J. Kalmick, Lois Kalmick and Compu-Law, Inc. (each a "Principal Stockholder," and collectively, the "Principal Stockholders") ("Purchase Agreement"). All initially capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

- 1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the intellectual property set forth in Exhibit A attached hereto (the "Intellectual Property") and all pending or inchoate actions or claims related to any of the foregoing, including the right to sue for past infringement or breaches of contract.
  - 2. Assignee hereby accepts this assignment.
- 3. Assignor agrees that on written request and without further consideration, but at the sole cost and expense of Assignee, to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Intellectual Property.
- 4. This Assignment may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.
- 5. Both Assignor and Assignee request that the Commissioner of the United States Patent and Trademark Office and the head of the United States Copyright Office, or any analogous officials of other governmental authority, record and file this assignment with respect to the applicable Intellectual Property.
- 6. The assignments and assumptions made in this Assignment are made solely to the extent required at Closing by the Purchase Agreement. This Assignment is expressly made

subject to the Purchase Agreement, and any conflict between the terms of this Assignment and the terms of the Purchase Agreement shall be construed in favor of the Purchase Agreement.

[signatures appear on following page]

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IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

## **ASSIGNOR:**

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By:

COMPU-LAW, INC.,

its Manager

By:

Name: DAVI

Its:

**ASSIGNEE:** 

ADERANT COMPULAW, LLC

By:

Name: Chris Giglio

Its:

President and Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

### **ASSIGNOR:**

## **COMPULAW LLC**

By: COMPU-LAW, INC., its Manager

By:
Name:
Its:

**ASSIGNEE:** 

ADERANT COMPULAW, LLC

By:

Name:

Its:

President and Chief Executive Officer

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# **EXHIBIT A**

## **DESCRIPTION OF INTELLECTUAL PROPERTY**

# . 1. <u>Trademarks</u> –

# A. <u>U.S. Federal Marks</u>

Mark	Reg./App.	Goods & Services	Status
DEADLINES ON DEMAND	3,989,685	IC 042. On-line services to lawyers and law firms, namely, providing through the use of non-downloadable computer software, the calculation of deadlines for judicial, regulatory, self-regulatory, administrative and other legal and governmental proceedings	Registered
COMPULAW	1,969,720	IC 009. computer software featuring programs used for law office management, namely for time and billing, trust management, accounting, calendar and docket management, court rules calculations, conflicts avoidance, case management, litigation support and related areas	Registered
DEADLINES ON DEMAND	3,012,316	IC 042. On-line services to lawyers and law firms, namely, providing through the use of non-downloadable computer software, the calculation of deadlines for judicial, regulatory, self-regulatory, administrative and other legal and governmental proceedings	Registered

# B. <u>Canadian Trademark Registration</u>

Mark Reg./	App. Goods & Services	Status
l No	).	
COMPULAW 605,91	Computer software featuring programs used for law office management, namely calendar and docket management  Consulting services in the field of law office management	Registered

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## C. Common Law Marks

The Assignor owns the following common law trademarks, trade names and service marks:

- DEADLINES.COM
- CompuLaw, LLC
- Deadlines on Demand, LLC
- CompuLaw Vision
- Vision Web Portal
- CompuLaw Live Update
- Rules Verification Report
- CompuLaw Web Portal
- CompuLaw Collaborate
- CalcuDator
- QuickDates
- Event Selection Expert
- Jurisdiction Selection Expert
- Smart Event Finder
- CompuLaw CourtConnect
- 2. <u>Copyrights</u> The Assignor claims a copyright in all of its websites and other tangible materials that are copyrightable, and it has obtained the following copyright registrations:
  - Copyright Registration No. TX0002108314 for a computer file titled Blankity blank.
  - Copyright Respiration No. TXu000299208 for a computer file titled [Legal billing/accounting system (LBAS)]
  - 3. Domain Names The Assignor owns the following domain names:
  - compulaw.com
  - compulaw.co.uk
  - compulaw.net
  - compulaw.org
  - compulaw.info
  - compulawsucks.com
  - compulawsucks.net
  - compulawsucks.org
  - deadlines.com
  - legaldeadlines.com
- 4. <u>Trade Secrets</u> The Assignor claims protection under relevant trade secret laws of all of its proprietary software, operating procedures, compilations, programs, devices,

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methods, techniques and processes that are the subject of efforts on the part of the company to maintain their secrecy.

## 5. Patents –

- A. United States Patent No. 7,171,416 for "Method and Apparatus for Court Date Calculation Engine" issued January 30, 2007.
- B. United States Patent No. 7,302,433 for "Method and Apparatus for Updating Rules and Transmitting Change Notifications" issued Nov. 27, 2007.
- C. United States Patent No. 7,580,937 for "Method and Apparatus for Updating Rules and Transmitting Change Notifications" issued Aug. 25, 2009.
- D. United States Patent No. 7,668,863 for "Method and Apparatus for Management of Court Schedules" issued February 23, 2010.
- E. Australian Patent No. 2002330911 for "Method and Apparatus for Management of Court Schedules" issued April 19, 2007.
- F. Pending Canadian Patent Application Serial No. 2454632 for "Method and Apparatus for Management of Court Schedules" filed July 22, 2002.
  - 6. <u>Software</u> -
    - A. CompuLaw Vision Version 10.3.3
    - B. CompuLaw Web Portal Version 4.0
    - C. CompuLaw Vision to Lotus Notes or Interwoven (iManage) Integration -

Version 3.3

D. CompuLaw Collaborate – SharePoint 2007® Web Parts for Web Portal - Version 1.0

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RECORDED: 08/30/2011