

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RENEW DATA CORP.		04/15/2010	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD, M/C 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85027775	ANAGRAM	
<b>Registration Number:</b>	3932645	VESTIGATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)638-5016		
<b>Phone:</b>	8586771416		
<b>Email:</b>	lisa.ortiz@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ATTN: LISA ORTIZ		
<b>Address Line 2:</b>	4365 EXECUTIVE DRIVE, SUITE 1100		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	329034-000174		
<b>NAME OF SUBMITTER:</b>	TROY ZANDER		
<b>Signature:</b>	/s/ TROY ZANDER		

**CH \$65.00 85027775**

Date:

09/15/2011

**Total Attachments: 6**

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## SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of April 15, 2010 by and between COMERICA BANK ("Bank") and RENEW DATA CORP., a Texas corporation ("Grantor") and amends and restates in its entirety that certain Amended and Restated Intellectual Property Security Agreement executed by Grantor in favor of Bank dated as of March 20, 2007 (the "Original IP Agreement").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are

hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement and the other Loan Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

9500 Arboretum Blvd., Suite L2-120  
Austin, TX 78759

Attn: Chief Executive Officer

RENEW DATA CORP.

By: 

Title: CEO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

COMERICA BANK

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Method and System for Enterprise-Wide Retention of Digital or Electronic Data <i>(Provisional)</i>	60/440,728	01/17/03
Method and System for Enterprise-Wide Retention of Digital or Electronic Data <i>(Conversion)</i>	10/759,622	01/16/04
System and Method for Data Extraction in a Non-Native Environment, Data De-Duplication, Database Creation and Manipulation, Image Back-Up and PST File Monitoring <i>(Provisional)</i>	60/440,855	01/17/03
System and Method for Data Extraction Form Email Files <i>(Conversion)</i>	10/759,663	01/16/04
System and Method for Data De-Duplication <i>(Conversion)</i>	10/759,599	01/16/04
System and Method for Data Extraction and Backup Database <i>(Conversion)</i>	10/759,623	01/16/04
System and Method of Monitoring a Personal Folder File <i>(Conversion)</i>	10/760,010	01/16/04
System and Method for Detecting Out of Place or Incorrect Content in a Stream of Data <i>(Provisional)</i>	60/634,352	12/08/04
System and Method for Detecting Incongruous or Incorrect Media in a Data Recovery Process <i>(Conversion)</i>	11/294,950	12/06/2005
System and Method for Management of Retention Periods for Content in a Computing System <i>(Provisional)</i>	60/651,121	02/08/05
System and Method for Management of Retention Periods for Content in a Computing System <i>(Conversion)</i>	11/349,570	02/08/2006
Magneto resistive film, method of manufacturing magneto resistive film, and memory using magneto resistive film	6791866	9/14/04
System and method for data extraction in a non-native environment	10697728	10/30/03
Method of producing dying pigment for yarns	10757599	1/15/04
Methods for enhancing efficiency and cost effectiveness of first pass review of documents	11449400	6/7/06
System and method for utilizing advanced search and highlighting techniques for isolating subsets of relevant content data	12025715	2/4/08

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
System and method for optimizing search objects submitted to a data resource	12693328	1/25/10
System and method for quickly determining a subset of irrelevant data from large data content	12964704	12/9/10
System and method for creating a de-duplicated data set	12970881	12/16/10
System and method for creating a de-duplicated data set and preserving metadata for processing the de-duplicated data set	13039269	3/2/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(design only)	2,842,389	5/18/2004
Renew Data	2,750,138	8/12/2003
Evidence. Not Data (block letters)	78-760352	11/23/2005
Consultnow (block letters)	78-734748	10/17/2005
Ediscoverynow (block letters)	78-734737	10/17/2005
Preservationnow (block letters)	78-734727	10/17/2005
Discoveryone (stylized letters)	78-714091	9/15/2005
Discoveryone (block letters)	78-714087	9/15/2005
Activevault (block letters)	78-572630	2/22/2005
Renew Data	78-186566	11/19/2002
(design only)	76-469397	11/19/2002
VESTIGATE	77921238	1/27/10
GLOBAL IN REACH, LOCAL IN FOCUS	77880805	11/25/09
SINGLE PASS PROCESSING	77550633	8/19/08
VESTIGATE	77378196	1/23/08
ESIRM	77375871	1/18/08
BTLM	77354160	12/17/07
ACTIVEVAULT	77225905	7/10/07
ANAGRAM	4003535	7/26/11
VESTIGATE	3932645	3/15/11