## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Security Agreement	

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DTI of Washington, LLC		12/01/2011 LIMITED LIABILITY COMPANY: GEORG	

### RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent	
Street Address:	500 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3830040	COMPAREVUE
Registration Number:	2658196	DATICON
Registration Number:	3762320	DATICON EED
Registration Number:	3786751	DATICON EED
Registration Number:	3762319	DATICON EED ELECTRONIC EVIDENCE DISCOVERY
Registration Number:	3789294	DATICON EED ELECTRONIC EVIDENCE DISCOVERY
Registration Number:	3389730	DATIVISION INTELLIGENT ELECTRONIC DATA DISCOVERY
Registration Number:	2827161	DISCOVERY PARTNER
Registration Number:	3367104	EDISCOVERY. DISCOVERED HERE.
Registration Number:	3374288	EDISCOVERY. DISCOVERED HERE.
Registration Number:	2423142	EED
Registration Number:	2932424	EED
Registration Number:	3229793	EED
Registration Number:	3229794	EED TRADEMARK

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Registration Number:	3024128	EED DISCOVERY
Registration Number:	3431951	EED MOBILIZED
Registration Number:	3537590	EED MOBILIZED
Registration Number:	2423140	ELECTRONIC EVIDENCE DISCOVERY
Registration Number:	2975227	ELECTRONIC EVIDENCE DISCOVERY
Registration Number:	3022413	ELECTRONIC EVIDENCE DISCOVERY
Registration Number:	2760446	INTELLIGENT CODING SYSTEM
Registration Number:	2785371	VIRTUAL PARTNER

#### **CORRESPONDENCE DATA**

**Fax Number**: (617)951-8736 **Phone**: 617-951-8132

Email: linda.salera@bingham.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	12/01/2011

#### Total Attachments: 6

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2011, is made by DTI of Washington, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Harvest DTI Acquisition, Inc., Document Technologies, LLC, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "<u>Trademark Collateral</u>"):

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- (a) all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Agent's security interests in the Trademark Collateral shall automatically terminate and the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Security Agreement.
- Section 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.
- Section 5. <u>Governing Law</u>. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DTI OF WASHINGTON, LLC

as Grantor

By:

Title:

Signature page to Trademark Security Agreement (DTI Washington)

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

By:

Vame: 4/27/4

Signature Page to Trademark Security Agreement (DTI Washington)

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

## 1. REGISTERED TRADEMARKS

Mark	App. No.	Reg. No.	Reg. Date
COMPAREVUE	77/548,292	3,830,040	08/10/2010
DATICON	76/220,588	2,658,196	12/10/2002
DATICON EED	77/672,001	3,762,320	03/23/2010
DATICON EED	77/672,007	3,786,751	05/11/2010
Daticon EED  ELECTRONIC EVIDENCE DISCOVERY	77/671,971	3,762,319	03/23/2010
Daticon EED  ELECTRONIC EVIDENCE DISCOVERY	77/671,991	3,789,294	05/18/2010
Dati S S S S S S S S S S S S S S S S S S S	78/502,652	3,389,730	02/26/2008
DISCOVERY PARTNER	76/456,739	2,827,161	03/30/2004
eDiscovery. Discovered here.	78/910,236	3,367,104	01/08/2008
eDiscovery. Discovered here.	78/910,200	3,374,288	01/22/2008
EED	75/841,134	2,423,142	01/23/2001
EED	76/535,190	2,932,424	03/15/2005

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Mark	App. No.	Reg. No.	Reg. Date
ijeed	78/910,189	3,229,793	04/17/2007
ijeed	78/910,193	3,229,794	04/17/2007
EED DISCOVERY	76/538,604	3,024,128	12/06/2005
EED MOBILIZED	77/041,301	3,431,951	05/20/2008
EED MOBILIZED	77/041,441	3,537,590	11/25/2008
ELECTRONIC EVIDENCE DISCOVERY	75/840,807	2,423,140	01/23/2001
ELECTRONIC EVIDENCE DISCOVERY	76/535,188	2,975,227	07/26/2005
ELECTRONIC EVIDENCE DISCOVERY	76/535,187	3,022,413	12/06/2005
INTELLIGENT CODING SYSTEM	76/259,161	2,760,446	09/02/2003
VIRTUAL PARTNER	76/235,820	2,785,371	11/25/2003
DATICON EED		European Union: 008502651	02/17/2010
Daticon EED ELECTRONIC EVIDENCE DISCOVERY		European Union: 008502701	02/22/2010
EED		Washington State: 029041	07/28/2000
ELECTRONIC EVIDENCE DISCOVERY		Washington State: 029042	07/28/2000

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**RECORDED: 12/01/2011**