

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
Attenex Corporation		12/29/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	FTI TECHNOLOGY LLC
Street Address:	909 COMMERCE STREET
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2738765	PATTERNS
Registration Number:	3028952	ATTENEX
Registration Number:	3422071	ATTENEX
Registration Number:	2766309	ATTENEX

CORRESPONDENCE DATA	
Fax Number:	2027995144
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2027994000
Email:	gregory.esau@dlapiper.com
Correspondent Name:	Ryan C. Compton
Address Line 1:	500 Eighth Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	16192.66
NAME OF SUBMITTER:	Ryan C. Compton

OP \$115.00 2738765

TRADEMARK

Signature:	/Ryan C. Compton/
Date:	11/20/2012
Total Attachments: 7 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif source=Document#page6.tif source=Document#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY AND RELATED RIGHTS AND INTERESTS

This ASSIGNMENT (the "*Assignment*") is made by and between Attenex Corporation, a Washington corporation (the "*Assignor*") and FTI Technology LLC, a Maryland limited liability company (the "*Assignee*") as of this 31st day of December, 2009 (the "*Effective Date*").

RECITALS

WHEREAS, Assignor is a wholly owned subsidiary of Assignee;

WHEREAS, Assignor is the owner of rights, title, and interests in and to that certain intellectual property identified on Schedule 1 attached hereto, including any and all good will, intellectual property and proprietary rights held by Assignor therein (collectively, the "*Intellectual Property*");

WHEREAS, Assignor has rights, duties and obligations in the assets identified in Schedule 2 attached hereto (collectively, the "*Assets*");

WHEREAS, as of the Effective Date, the Board of Directors of Assignor have resolved to distribute the Intellectual Property and Assets to Assignee by means of a dividend distribution in kind (the "*Distribution*"); and

WHEREAS, in order to carry out the Distribution, Assignor wishes to assign to the Assignee, and the Assignee desires to acquire Assignor's right, title, and interest in, to and under the Intellectual Property and Assignor's rights, duties and obligations in the Assets consistent with the terms and conditions of this Assignment.

NOW, THEREFORE, for good, valuable and legally sufficient consideration provided for herein, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties, intending to be bound, agree to the foregoing and as follows:

AGREEMENT

1. In consideration of Assignee's undertaking to receive the Distribution, Assignor hereby sells, assigns, transfers, and sets over to Assignee, all its right, title, and interest in, to, and under the Intellectual Property, whether past, present or future, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. In consideration of Assignee's right to receive the Distribution, Assignor hereby assigns, conveys and transfers to the Assignee all of the Assignor's rights, duties and obligations in the Assets and the Assignee for itself and its successors and assigns hereby assumes and agrees to perform and be bound by all of the Assignor's rights, duties and obligations under the Assets upon the later of the Effective Date or the date upon which consent or assignment of beneficial rights are completed as provided for in this Section.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Asset or any claim or right or any benefit arising under or resulting from such Asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach, default, violation or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such Asset or would in any way adversely affect the rights of Assignor or, upon transfer, Assignee under such Asset. If any transfer or assignment by Assignor to Assignee, or any assumption by Assignee of, any interest in, or liability, obligation or commitment under, any Asset requires the consent of a third party, then such transfer or assignment or assumption shall be made subject to such consent being obtained by Assignor.

(b) If any such consent is not obtained by the Effective Date, Assignee shall use its reasonable best efforts to secure such consent as promptly as practicable after the Effective Date and Assignor shall provide or cause to be provided all commercially reasonable assistance to Assignee (not

including the payment of any consideration) reasonably requested by Assignee to secure such consent after the Effective Date.

(c) If any such consent is not obtained within a reasonable period identified by Assignee, Assignee shall provide notice to Assignor of such event and Assignor shall cooperate with Assignee (at Assignee's expense) in any lawful and commercially reasonable arrangement reasonably proposed by Assignee under which (i) Assignee shall obtain (without infringing upon the legal rights of such third party or violating any applicable law) the economic claims, rights and benefits (net of the amount of any related tax costs imposed on Assignor) under the Asset with respect to which the consent has not been obtained in accordance with this Agreement and (ii) Assignee shall assume any related economic burden (including the amount of any related tax costs imposed on Assignee) with respect to the Asset with respect to which the consent has not been obtained in accordance with this Agreement. If no arrangement by which Assignee can secure the benefit of any Asset subject to this Section can be reached, then Assignor shall indemnify Assignee with regard to its losses and/or damages as a result of such failure to obtain consent.

3. Assignor hereby agrees to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Intellectual Property and Assets including, without limitation, executing appropriate instruments to secure, register, verify, validate, effect, maintain, renew, or defend Assignee's rights in and to the Intellectual Property and Assets. Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Intellectual Property and Assets. Further, Assignor shall not contest, deny or take any action inconsistent with Assignee's ownership in, rights to, or validity of the Intellectual Property or Assets. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. **ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT: (A) EXCEPT FOR THE WARRANTY PROVIDED IN SECTION 5 HEREOF, ASSIGNOR HAS NOT MADE AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INTELLECTUAL PROPERTY AND ASSETS TRANSFERRED HEREUNDER OR THAT THE INTELLECTUAL PROPERTY SHALL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER; (B) THE INTELLECTUAL PROPERTY AND ASSETS TRANSFERRED HEREUNDER ARE "AS IS"; AND (C) ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ANY MAINTENANCE OR OTHER OBLIGATIONS WHATSOEVER IN CONNECTION WITH THE INTELLECTUAL PROPERTY TRANSFERRED HEREUNDER. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF IMPLIED WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSE OF ANY APPLICABLE LAW, RULE OR ORDER.**

5. Each of the parties hereto hereby represents and warrants that it has full power and authority to enter into this Assignment. Assignor represents that it is the owner of the Intellectual Property or has the applicable rights in the Assets and it has not sold, encumbered or granted any rights in or to the Intellectual Property or Assets, nor need any rights or permissions to assign the Intellectual Property or Assets hereunder.

6. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of New York, without regard to its choice or conflict of laws.

7. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

8. No amendment or waiver of any provision of this Assignment shall be effective unless in a writing signed by both parties. Except as expressly provided herein, no party shall assign its rights or delegate its duties hereunder without the written consent of the other parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

EAST42645129.5

ATTENEX CORPORATION

By: EB Miller

Name: ERIC B. MILLER

Its: Senior Vice President

State of Maryland)

) SS

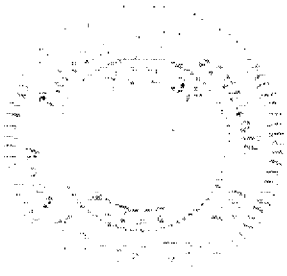
County of Anne Arundel)

On this 29th day of December, 2009, before me, a Notary Public in and for the County and State aforesaid, appeared ERIC B. MILLER, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed. WITNESS my hand and seal the day and year last above given.

Notary Public:

Patricia M. Hunt
PATRICIA M. GRUSHOCK

My Commission Expires: June 1, 2010



FTI TECHNOLOGY LLC

By: EB Miller

Name: Eric B. Miller

Its: Senior Vice President

State of MARYLAND)

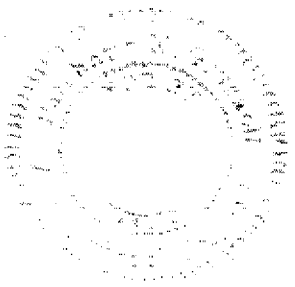
) SS

County of Anne Arundel)

On this 29th day of December, 2009, before me, a Notary Public in and for the County and State aforesaid, appeared Eric B. Miller, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed. WITNESS my hand and seal the day and year last above given.

Notary Public: Patcharin M. Grushoff
Patcharin M. Grushoff

My Commission Expires: June 1, 2010




SCHEDULE 1
INTELLECTUAL PROPERTY

EAST 42645129.5

TRADEMARK
REEL: 004904 FRAME: 0500

SCHEDULE OF TRADEMARKS, TRADENAMES

U.S. Trademarks Registrations and Applications

Trademark	Status	Goods/services	Owner
ATTENEX RN: 2766309	Registered	Computer software for use in the analysis and review of electronic documents; computer software for use in drafting complex documents and exchanging information relating to the documents with others users in Class 9	ATTENEX CORPORATION
ATTENEX RN: 3422071	Registered	Computer software installation services; computer programming for others; notification and delivery of software updates and upgrades; technical research services relating to computer hardware and software; technical consultation in the field of computer software installation and maintenance; computer support services, namely, technical support and software update and upgrade services; computer consulting services related to computer products and services; computer software design for others; providing information in the field of computer software applications; consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others in Class 42	ATTENEX CORPORATION
ATTENEX & Design  RN: 3028952	Registered	Computer software for use in the management, analysis and review of electronic documents for litigation readiness, litigation response and regulatory compliance; computer software for the visualization of large document collections and data sets; computer software for use in the drafting and distribution of complex documents; computer software for the analysis and review of electronic data and documents for forensic accounting and investigation in Class 9	ATTENEX CORPORATION
PATTERNS RN: 2738765	Registered – Incontestability Approved	Computer software for use in the analysis and review of electronic documents in Class 9	ATTENEX CORPORATION
STRUCTURE RN: 2738768	Registered - TBA	Computer software for use in drafting complex documents and exchanging information relating to these documents with other users in	ATTENEX CORPORATION

Trademark	Status	Goods/services	Owner
		Class 9	

EAST42519117.2

2