

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
Fios, Inc.		11/28/2012	CORPORATION: OREGON

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: 7

Property Type	Number	Word Mark
Registration Number:	4116088	CLARIFY
Registration Number:	2858882	ELECTRONIC DISCOVERY SIMPLIFIED
Registration Number:	2732260	PREVAIL
Registration Number:	2595489	FENS
Registration Number:	2436573	FIOS
Serial Number:	85653188	FIOS
Serial Number:	85642597	REDACTION MANAGER

CORRESPONDENCE DATA

Fax Number: 6179518736
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-951-8132
 Email: linda.salera@bingham.com
 Correspondent Name: Linda A. Salera
 Address Line 1: One Federal Street
 Address Line 2: c/o Bingham McCutchen LLP

OP \$190.00 4116088

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Linda A. Salera

Signature:

/Linda A. Salera/

Date:

11/28/2012

Total Attachments: 5

source=DTI_Fios, Inc._Trademark Security Agreement (11-28-12)#page1.tif

source=DTI_Fios, Inc._Trademark Security Agreement (11-28-12)#page2.tif

source=DTI_Fios, Inc._Trademark Security Agreement (11-28-12)#page3.tif

source=DTI_Fios, Inc._Trademark Security Agreement (11-28-12)#page4.tif

source=DTI_Fios, Inc._Trademark Security Agreement (11-28-12)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2012, is made by FIOS, INC., an Oregon corporation (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, pursuant to Section 4.13 of the Credit Agreement, the Grantor is required to join that certain Guaranty and Security Agreement, dated as of December 1, 2011, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower by way of that certain Joinder Agreement between the Grantor and the Agent dated as of the date hereof; and

WHEREAS, pursuant to the Guaranty and Security Agreement, 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 continue to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 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. Counterparts. 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. Governing Law. 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]

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,

FIOS, INC.
as Grantor

By: 

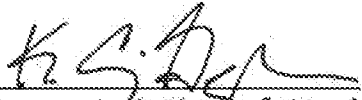
Name: John W. Davenport, Jr.
Title: President and CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004908 FRAME: 0543

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: K. Campbell
Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004908 FRAME: 0544

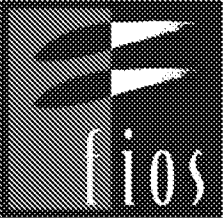
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	App. No.	Reg. No.	Reg. Date
CLARIFY	85224317	4116088	20-MAR-2012
ELECTRONIC DISCOVERY SIMPLIFIED	78171868	2858882	29-JUN-2004
PREVAIL	78158086	2732260	01-JUL-2003
FENS	76083932	2595489	16-JUL-2002
FIOS	75808643	2436573	20-MAR-2001

2. TRADEMARK APPLICATIONS

Mark	App. No.	Reg. No.	Application Date
	85653188		15-JUN-2012
REDACTION MANAGER	85642597		04-JUN-2012