

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aderant North America, Inc.		12/20/2012	CORPORATION: FLORIDA
Aderant Holdings, Inc.		12/20/2012	CORPORATION: DELAWARE
Aderant Legal Holdings, Inc.		12/20/2012	CORPORATION: DELAWARE
Aderant CompuLaw, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
Aderant RainMaker, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
Novient, Inc.		12/20/2012	CORPORATION: GEORGIA
Omega Legal Systems, Inc.		12/20/2012	CORPORATION: ARIZONA
Aderant Case Management, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
Aderant CRM, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
Aderant Imaging, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1688827	CMS
Registration Number:	1886572	CMS OPEN
Registration Number:	3589135	ADERANT

OP \$490.00 1688827

Registration Number:	3524289	ADERANT EXPERT
Registration Number:	1828096	JAVELAN
Registration Number:	2485818	NOVIENT
Registration Number:	3989685	DEADLINES ON DEMAND
Registration Number:	1969720	COMPULAW
Registration Number:	4064905	BILL SCRUBBER
Registration Number:	4001453	RAINMAKER
Registration Number:	4024153	SPEED BILLING
Registration Number:	3285020	EXPERTIMAGE
Registration Number:	3759162	ECOP
Registration Number:	3577599	VISUAL XPRESS
Registration Number:	3489890	OMEGA UNIVERSITY
Registration Number:	1995443	OMEGA LEGAL SYSTEMS
Registration Number:	4076397	PROFILES
Registration Number:	3600950	CLIENT PROFILES
Registration Number:	3426063	CRM4LEGAL

**CORRESPONDENCE DATA**

Fax Number: 3128637865  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.157
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/20/2012

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 20, 2012, among ADERANT NORTH AMERICA, INC., a Florida corporation ("Borrower"), ADERANT HOLDINGS, INC., a Delaware corporation, ADERANT LEGAL HOLDINGS, INC., a Delaware corporation, ADERANT COMPULAW, LLC, a Delaware limited liability company, ADERANT RAINMAKER, LLC, a Delaware limited liability company, NOVIENT, INC., a Georgia corporation, OMEGA LEGAL SYSTEMS, INC., an Arizona corporation, ADERANT CASE MANAGEMENT, LLC, a Delaware limited liability company, ADERANT CRM, LLC, a Delaware limited liability company, and ADERANT IMAGING, LLC, a Delaware limited liability company (collectively with Borrower, the "Grantors" and each a "Grantor") in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December \_\_\_\_, 2012 (as amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantors shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's

business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, the Hedging Liability, and Funds Transfer and Deposit Account Liability, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

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

ADERANT NORTH AMERICA, INC.

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ADERANT HOLDINGS, INC.

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ADERANT LEGAL HOLDINGS, INC.

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ADERANT COMPULAW, LLC

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ADERANT RAINMAKER, LLC

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

NOVIENT, INC.

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

OMEGA LEGAL SYSTEMS, INC.

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ADERANT CASE MANAGEMENT, LLC

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ADERANT CRM, LLC

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer




ADERANT IMAGING, LLC

By: Deane S. Price  
Name: Deane S. Price  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By:   
Name: Katie Jones  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Date</b>	<b>Country of Registration</b>
CMS	Aderant North America, Inc.	1688827 05/26/1992	United States
CMS OPEN	Aderant North America, Inc.	1886572 03/28/1995	United States
ADERANT	Aderant Holdings, Inc.	3589135 03/10/2009	United States
ADERANT EXPERT	Aderant Holdings, Inc.	3524289 10/28/2008	United States
JAVELAN	Aderant Legal Holdings, Inc.	1828096 03/29/1994	United States
NOVIENT	Novient, Inc.	2485818 09/04/2001	United States
DEADLINES ON DEMAND	Aderant CompuLaw, LLC	3989685 07/05/2011	United States
COMPULAW	Aderant CompuLaw, LLC	1969720 04/23/1996	United States
BILL SCRUBBER	Aderant RainMaker, LLC	4064905 11/29/2011	United States

Trademark	Owner	Registration Number/ Date	Country of Registration
RAINMAKER	Aderant RainMaker, LLC	4001453 07/26/2011	United States
SPEED BILLING	Aderant RainMaker, LLC	4024153 09/06/2011	United States
EXPERTIMAGE	Aderant Imaging, LLC	3285020 08/28/2007	United States
ECop	Omega Legal Systems, Inc.	3759162 03/09/2010	United States
VISUAL XPRESS	Omega Legal Systems, Inc.	3577599 02/17/2009	United States
OMEGA UNIVERSITY	Omega Legal Systems, Inc.	3489890 08/19/2008	United States
OMEGA LEGAL SYSTEMS	Omega Legal Systems, Inc.	1995443 08/20/1996	United States
PROFILES	Aderant Case Management, LLC	4076397 12/27/2011	United States
CLIENT PROFILES	Aderant Case Management, LLC	3600950 04/07/2009	United States
CRM4LEGAL	Aderant CRM, LLC	3426063 05/13/2008	United States

### TRADEMARK APPLICATIONS

Trademark	Applicant	Application Number/ Date	Country of Application
STARLAW	Aderant Holdings, Inc.	85136425 09/23/2010	United States