#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Agent		108/27/2013	national banking association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Epiq Systems, Inc. (as successor-by-merger to Jupiter Esources, LLC)
Street Address:	501 Kansas Avenue
City:	Kansas City
State/Country:	KANSAS
Postal Code:	66105
Entity Type:	CORPORATION: MISSOURI

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2965166	AACER

#### **CORRESPONDENCE DATA**

**Fax Number**: 9194168363

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

via US Mail.

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-069
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/

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Date:	08/30/2013
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 27, 2013 ("Release"), is made by KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined ("Agent") in favor of EPIQ SYSTEMS, INC. (as successor-by-merger to JUPITER ESOURCES, LLC), a Missouri corporation ("Pledgor").

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Security Agreement dated as of June 9, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement") by and among the Borrowers party thereto and the Agent, and the Intellectual Property Security Agreement dated as of November 4, 2010 ("IP Security Agreement") by and among Pledgor and Agent, Pledgor granted to the Agent, for the benefit of the Lenders, a security interest in the Collateral (as defined in the IP Security Agreement); and

**WHEREAS,** the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 16, 2010 at Reel 4414 Frame 0709.

- **NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Lenders, and Pledgor agree as follows:
- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement or IP Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Credit Agreement or IP Security Agreement; and
  - (b) authorizes the recordation of this Release with the USPTO at Pledgor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Ohio.
- **SECTION 4.** Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of August 27, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as administrative agent thereto.

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IN WITNESS WHEREOF, the Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

KEYBANK NATIONAL ASSOCIATION, as Agent

Name: David Wild

Title: Senior Vice President

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#### Schedule A

**Epiq Systems, Inc.** (Missouri Corporation)

U.S. Trademark Subject to Security Interest Granted by Jupiter eSources, LLC In Favor of KeyBank National Association Recorded November 16, 2010 at Reel 4414 Frame 0709

## Registered Mark

Mark	Reg. No.	Reg. Date
AACER	2965166	07/05/05

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**RECORDED: 08/30/2013** 

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