

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Griffith, Inc.		08/02/2013	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	LDISCOVERY, LLC		
Street Address:	425 Commerce Drive, Suite 125		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3474980	E-DIRECT	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	Rex A. Donnelly		
Address Line 1:	1235 Westlakes Drive, Suite 301		
Address Line 2:	P. O. Box 980		
Address Line 4:	Berwyn, PENNSYLVANIA 19312		
ATTORNEY DOCKET NUMBER:	CDL-116US		
NAME OF SUBMITTER:	Rex A. Donnelly		
SIGNATURE:	/Rex A. Donnelly/		
DATE SIGNED:	07/10/2014		
Total Attachments: 5			
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OP \$40.00 3474980

TRADEMARK

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made this 2nd day of August, 2013, in favor of LDiscovery, LLC, a Delaware limited liability company ("Buyer"), by Griffith, Inc., a Pennsylvania corporation ("Seller").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 2, 2013, by and between Seller and Buyer; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, free of all Liens other than Permitted Liens, all Licensed Intellectual Property and Purchased Intellectual Property, and Buyer has agreed to accept such assignment.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, free of all Liens other than Permitted Liens, all Licensed Intellectual Property and Purchased Intellectual Property, including the Intellectual Property listed on Exhibit A, including all rights therein whether statutory or at common law, including all registrations and applications therefor, the right to sue and recover for all past, present and future infringements and other violations of the Licensed Intellectual Property and Purchased Intellectual Property, and the goodwill associated with such Licensed Intellectual Property and such Purchased Intellectual Property in the operation of the AlphaLit Business, the same to be held and enjoyed by Buyer to the same extent that such would have been held and enjoyed by Seller had this assignment not been made, and Buyer hereby accepts the assignment.

2. Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

3. Further Assurances. Seller agrees to use its commercially reasonable efforts to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such

consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of the Purchase Agreement.

4. Governing Law. The construction and performance of this Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware without regard to its principles of conflict of law to the extent they would result in the application of the laws of another jurisdiction.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be duly executed as of the day and year first above written.

SELLER

GRIFFITH, INC.

By: _____

Name: Brett Griffith

Title: President

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 005321 FRAME: 0970

ACKNOWLEDGED AND ACCEPTED
as of the day and year first above written.

BUYER

LDISCOVERY, LLC

By: 
Name: Douglas Strahan
Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 005321 FRAME: 0971

Trademarks Owned by **GRIFFITH, INC. (trading as ALPHA SYSTEMS)** 458 Pike Road, Huntingdon Valley, PA 19006:

Mark	Application Number/ Filing Date	Registration Number/ Reg. Date	Class/Goods	Status	Use in AlphaLit Products
[REDACTED]					
E-DIRECT	77/216,673 06/27/2007	3,474,980 07/29/2008	Cl. 42: Providing temporary use of non-downloadable computer software for reviewing discovery and litigation materials Cl. 45: Litigation support services	[REDACTED]	[REDACTED]

