

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credence Corporation		07/31/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	LDiscovery, LLC		
Street Address:	8201 Greensboro Drive, Suite 717		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102-3810		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86195192	CREDENCE	
Serial Number:	86195196	EMPOWER	
Serial Number:	85460062	WHERE LAW & TECHNOLOGY INTERSECT	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	38850.13		
NAME OF SUBMITTER:	Timothy J. Lyden		
SIGNATURE:	/Timothy J. Lyden/		
DATE SIGNED:	08/04/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made this 31st day of July, 2015, in favor of LDiscovery, LLC, a Delaware limited liability company (“Purchaser”), by Credence Corporation, a Florida corporation (the “Seller”).

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of July 31, 2015, by and among the Seller, Purchaser, Jenniffer Milus and Dennis Hall III;

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, the Seller has agreed to sell, convey, transfer, assign and deliver to Purchaser, free and clear of all Liens, all Purchased Intellectual Property, and Purchaser 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. The Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, free and clear of all Liens other than Permitted Liens, all 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 Purchased Intellectual Property, and the goodwill associated with such Purchased Intellectual Property in the operation of the Business, the same to be held and enjoyed by Purchaser to the same extent that such would have been held and enjoyed by the Seller had this assignment not been made, and Purchaser 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. The 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. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.

6. Successors and Assigns. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of the Seller and Purchaser in accordance with the Purchase Agreement.


7. Electronic Delivery. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Pages Follow]

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

SELLER

CREDENCE CORPORATION

By: 

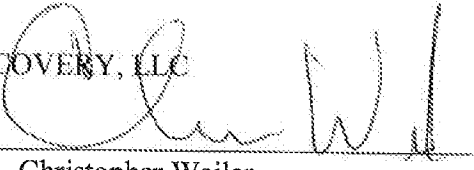
Name: Dennis Hall III

Title: President

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

PURCHASER

LDISCOVERY, LLC

By: 
Name: Christopher Weiler
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005592 FRAME: 0835

EXHIBIT A
Purchased Intellectual Property

Owner	Mark	Type	Jurisdiction	Status	Date Filed	S/N Number	Required Actions and Payments
The Seller	CREDESCENCE	Trademark Application	US	Registered	02/17/14	86195192	None.
The Seller	EMPOWER	Trademark Application	US	Registered	02/17/14	86195196	None.
The Seller	Where Law & Technology Intersect	Trademark	US	Registered	10/31/11	85-460,062	None.

Domain name owned: <http://credencecorp.com/>