

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLACK LETTER DISCOVERY, INC.		10/30/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	c/o MidCap Financial Services, LLC, as servicer		
<b>Internal Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3819411	BLACK LETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kansley@stradley.com		
<b>Correspondent Name:</b>	Kareem Ansley		
<b>Address Line 1:</b>	Stradley Ronon		
<b>Address Line 2:</b>	100 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	186687-0044		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		
<b>SIGNATURE:</b>	/Kareem Ansley/		
<b>DATE SIGNED:</b>	10/30/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 30<sup>th</sup> day of October, 2015 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as administrative agent for itself and for “Lenders” party to the Credit Agreement referred to below and as defined therein (in such capacity, “Agent”) and **BLACK LETTER DISCOVERY, INC.**, a California corporation (“Grantor”).

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor and certain Affiliates and/or Subsidiaries of Grantor that are party to the Credit Agreement (collectively with Grantor, “Borrowers”), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, Lenders, and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”); capitalized terms used herein are used as defined in the Credit Agreement). Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is defined below) that are owned by Grantor, to secure the Obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including, without limitation, Grantor’s Copyrights, Trademarks, and Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-

in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(c) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.


**[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**BLACK LETTER DISCOVERY, INC.**

Address of Grantor:  
Galleria 75 – 3200 Cobb Galleria Parkway  
Atlanta, Georgia 30339  
Attn: *Steve Simone*

By:   
Name: Mark E. Hawn  
Title: Chief Executive Officer; and  
President

**[SIGNATURES CONTINUE ON NEXT PAGE]**

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 005657 FRAME: 0205**

AGENT:

**MIDCAP FINANCIAL TRUST**

Address of Agent:

c/o MidCap Financial Services, LLC, as  
servicer 7255 Woodmont Avenue, Suite 200  
Bethesda, Maryland 20814

Attn: Portfolio Management - Excelerate

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:

  
Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration Number</u>	<u>Registration/ Application Date</u>
BLACK LETTER	77-707667 3,819,411	July 13, 2010