

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RENEW DATA CORP.		12/22/2015	CORPORATION:
LDISCOVERY, LLC		12/22/2015	LIMITED LIABILITY COMPANY:
LDISC HOLDINGS, LLC		12/22/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3082128	ACTIVEVAULT
Registration Number:	3709203	ACTIVEVAULT
Registration Number:	4703390	ALPHALIT
Registration Number:	4802284	ALPHALIT
Registration Number:	4003535	ANAGRAM
Registration Number:	2963966	COPY SECURE
Registration Number:	4680856	CREDENCE
Serial Number:	86662183	CS
Registration Number:	4719749	DISCOVERY360
Registration Number:	3474980	E-DIRECT
Serial Number:	86785754	EDIRECT365
Registration Number:	4605265	EMPOWER
Registration Number:	3690069	ESIRM
Registration Number:	2616892	INTERLEGIS
Registration Number:	2616895	INTERLEGIS
Registration Number:	4703385	LDISCOVERY

CH \$640.00 3082128

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3463313	LDISCOVERY
Registration Number:	4703849	PRIVLOG BUILDER
Registration Number:	4092745	RCMGR
Registration Number:	4095012	RCMGR
Registration Number:	3171971	RENEW DATA
Registration Number:	2750138	RENEW DATA
Registration Number:	3932645	VESTIGATE
Registration Number:	4281490	WHERE LAW & TECHNOLOGY INTERSECT
Registration Number:	3220377	

CORRESPONDENCE DATA

Fax Number: 10153

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.

Phone: 212.310.8075

Email: Juan.Arias@weil.com

Correspondent Name: Tom Hashagen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	15570.0006 TOM HASHAGEN
NAME OF SUBMITTER:	Tom Hashagen
SIGNATURE:	/Tom Hashagen/
DATE SIGNED:	12/22/2015

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 22, 2015, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Antares Capital LP, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of December 22, 2015 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Credit Agreement”) among LD Intermediate Holdings, Inc., LD Topco, Inc., Antares Capital LP, as administrative agent and collateral agent, and the other parties thereto, and (ii) the Security Agreement dated December 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in, the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE STATE, COUNTY AND CITY OF NEW YORK AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING

ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

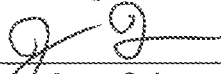
**RENEW DATA CORP.
LDISCOVERY, LLC
LDISC HOLDINGS, LLC**

By: 
Name: Douglas Strahan
Title: Secretary and Treasurer

[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 005695 FRAME: 0860**

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Jason Quinn
Title: Duly Authorized Signatory

[Signature Page to IP Security Agreement]


TRADEMARK
REEL: 005695 FRAME: 0861

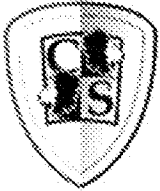
Schedule A




Registration or Application Number	Title	Status	Jurisdiction	Registered Owner
RN: 8065277	SYSTEM AND METHOD FOR A DATA EXTRACTION AND BACKUP DATABASE	Granted	US	Renew Data Corp.
RN: 8069151	SYSTEM AND METHOD FOR DETECTING INCONGRUOUS OR INCORRECT MEDIA IN A DATA RECOVERY PROCESS	Granted	US	Renew Data Corp.
RN: 8150827 AN: 2007-0288445	METHODS FOR ENHANCING EFFICIENCY AND COST EFFECTIVENESS OF FIRST PASS REVIEW OF DOCUMENTS	Granted	US	Renew Data Corp.
RN: 8375008	METHOD AND SYSTEM FOR ENTERPRISE-WIDE RETENTION OF DIGITAL OR ELECTRONIC DATA	Granted	US	Renew Data Corp.
RN: 8527468	SYSTEM AND METHOD FOR MANAGEMENT OF RETENTION PERIODS FOR CONTENT IN A COMPUTING SYSTEM	Granted	US	Renew Data Corp.
RN: 8615490	METHOD AND SYSTEM FOR RESTORING INFORMATION FROM BACKUP STORAGE MEDIA	Granted	US	Renew Data Corp.
RN: 8630984	SYSTEM AND METHOD FOR DATA EXTRACTION FROM EMAIL FILES	Granted	US	Renew Data Corp.
RN: 8738668 PN: 20110178996	SYSTEM AND METHOD FOR CREATING A DE-DUPLICATED DATA SET	Granted	US	Renew Data Corp.
RN: 8943024	SYSTEM AND METHOD FOR DATA DE-DUPLICATION	Granted	US	Renew Data Corp.
AN: 13924299	SYSTEM AND METHOD FOR A PURPOSEFUL SHARING ENVIRONMENT	Docketed New Case - Ready for Examination	US	Renew Data Corp.
AN: 14146723	SYSTEM AND METHOD FOR SEARCHING INDEX CONTENT DATA USING MULTIPLE PROXIMITY KEYWORD SEARCHES	Docketed New Case - Ready for Examination	US	Renew Data Corp.
AN: 12/025,715	SYSTEM AND METHOD FOR	Pending	US	Renew Data

Registration or Application Number	Title	Status	Jurisdiction	Registered Owner
	UTILIZING ADVANCED SEARCH AND HIGHLIGHTING TECHNIQUES FOR ISOLATING SUBSETS OF RELEVANT CONTENT DATA	Response to Office Action was due by 12/10/2015 was application abandoned?		Corp.
AN: 12/693,328	SYSTEM AND METHOD FOR OPTIMIZING SEARCH OBJECTS SUBMITTED TO A DATA RESOURCE	Pending Office Action response due by January 14, 2016.	US	Renew Data Corp.


Schedule B

Registration or Application Number	Mark	Status	Jurisdiction	Registered Owner
RN: 3082128 SN: 78572630	ACTIVEVAULT ACTIVEVAULT	Registered	US	Renew Data Corp.
RN: 3709203 SN: 77225905	ACTIVEVAULT ACTIVEVAULT	Registered	US	Renew Data Corp.
RN: 4703390 SN: 86346142	ALPHALIT ALPHALIT	Registered	US	LDiscovery, LLC
RN: 4802284 SN: 86346169	ALPHALIT (& Design) 	Registered	US	LDiscovery, LLC
RN: 4003535 SN: 85027775	ANAGRAM ANAGRAM	Registered	US	Renew Data Corp.
RN: 2963966 SN: 78329709	COPY SECURE	Registration Renewed	US	LDiscovery, LLC

Registration or Application Number	Mark	Status	Jurisdiction	Registered Owner
RN: 4680856 SN: 86195192	CREDENCE CREDENCE	Registered	US	LDiscovery, LLC
SN: 86662183	CS (& Design) 	Pending	US	LDiscovery, LLC
RN: 4719749 SN: 86372041	DISCOVERY360 DISCOVERY360	Registered	US	LDiscovery, LLC
RN: 3474980 SN: 77216673	E-DIRECT E-DIRECT	Registered	US	LDiscovery, LLC
SN: 86785754	EDIRECT365 (& Design)	Pending	US	LDiscovery, LLC
RN: 4605265 SN: 86195196	EMPOWER EMPOWER	Registered	US	LDiscovery, LLC
RN: 3690069 SN: 77375871	ESIRM ESIRM	Registered	US	Renew Data Corp.
RN: 2616892 SN: 76159919	INTERLEGIS	Registration Renewed	US	LDiscovery, LLC

Registration or Application Number	Mark	Status	Jurisdiction	Registered Owner
RN: 2616895 SN: 76160507	INTERLEGIS (& Design) 	Registration Renewed	US	LDISCOVERY, LLC
RN: 4703385 SN: 86346037	LDISCOVERY (& Design) 	Registered	US	LDISCOVERY, LLC
RN: 3463313 SN: 77111413	LDISCOVERY LDISCOVERY	Registered	US	LDISCOVERY, LLC
RN: 4703849 SN: 86381373	PRIVLOG BUILDER PRIVLOG BUILDER	Registered	US	LDISCOVERY, LLC
RN: 4092745 SN: 77935959	RCMGR RCMgr	Registered	US	LDisc Holdings, LLC
RN: 4095012 SN: 77961348	RCMGR (& Design) 	Registered	US	LDISCOVERY, LLC
RN: 3171971 SN: 78186566	RENEW DATA	Registered	US	Renew Data Corp.

Registration or Application Number	Mark	Status	Jurisdiction	Registered Owner
RN: 2750138 SN: 76466115	RENEW DATA	Registration Renewed	US	Renew Data Corp.
RN: 3932645 SN: 77981288	VESTIGATE	Registered	US	Renew Data Corp.
RN: 4281490 SN: 85460062	WHERE LAW & TECHNOLOGY INTERSECT <small>Where Law & Technology Intersect</small>	Registered	US	LDISCOVERY, LLC
RN: 3220377 SN: 76469397	Design Only 	Registered	US	Renew Data Corp.
RN: 945276	ACTIVEVAULT	Registered	European Community Trademark – Extension of WIPO	Renew Data Corp.
AN: 10462182	LIBREEZE	Registered	Community (CTM)	Renew Data Corp.
AN: 10462191	LIBREEZE LIBRARY CARD	Registered	Community (CTM)	Renew Data Corp.
AN: 10462216	LIBREEZE LIBRARY CART	Registered	Community (CTM)	Renew Data Corp.

Registration or Application Number	Mark	Status	Jurisdiction	Registered Owner
RN: 009261488 AN: 009261488	RCMGR	Registered	Community (CTM)	LDiscovery, LLC
RN: 009375536 AN: 009375536	RCMGR (& Design) 	Registered	Community (CTM)	LDiscovery, LLC
RN: 735481 AN: 1377366	RENEW DATA	Registered	Canada	Renew Data Corp.
RN: 956103	RENEW DATA	Registered	European Community Trademark – Extension of WIPO	Renew Data Corp.