

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lighthouse Document Technologies, Inc.		06/30/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A.		
Street Address:	One CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4241091	LIGHTHOUSE EDISCOVERY	
Registration Number:	3067400	LIGHTHOUSE	
CORRESPONDENCE DATA			
Fax Number:	9734913490		
<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:	973.491.3326		
Email:	iplaw@leclairryan.com		
Correspondent Name:	Brian L. Petrequin, LeClairRyan		
Address Line 1:	One Riverfront Plaza		
Address Line 2:	1037 Raymond Boulevard, Sixteenth Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	33604.0046		
NAME OF SUBMITTER:	Brian L. Petrequin		
SIGNATURE:	/Brian L. Petrequin/		
DATE SIGNED:	07/05/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of June 30, 2016, is made by and among LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC., a Washington corporation (the "Borrower") and the guarantors listed on the signature pages hereto (together with the Borrower, the "Grantors") in favor of CIT BANK, N. A. (the "Collateral Agent"), a national banking association, as collateral agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, the Borrower has entered into a Credit and Guaranty Agreement, dated the date hereof (the "Credit Agreement"), with the Collateral Agent and the administrative agent and lenders (the "Lenders") party thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement, dated the date hereof, made by and among the Grantors and the Collateral Agent (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 to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

LIGHTHOUSE DOCUMENT
TECHNOLOGIES, INC.,
a Washington corporation, as Grantor

By: Danielle Porter
Name: Danielle Porter
Title: CEO

Address for Notices:
Lighthouse Document Technologies, Inc.
Attn: Andrew Armstrong
51 University Street #400
Seattle, Washington 98101
Telecopier: 206-223-7690

AGREED TO AND ACCEPTED:

CIT BANK, N.A., a national banking
association, as Collateral Agent

By: _____
Name:
Title:

Address for Notices:
CIT Bank, N.A.
Attn: Legal Dept.: Communications,
Media and Entertainment
One CIT Drive
Livingston, New Jersey 07039
Telecopier: 973-535-1760

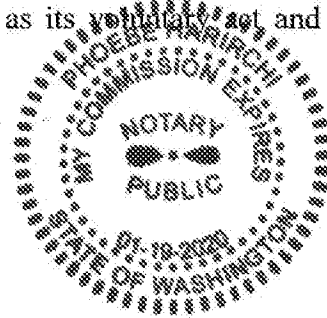
[Signature page to Intellectual Property Security Agreement—
Lighthouse Document Technologies, Inc.]

STATE OF Washington)
) SS:
COUNTY OF King)

On this 24 day of June, 2016, personally came before me Danielle Portic, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the CFO of Lighthouse Document Technologies, Inc., a Washington corporation; and

(b) This document was signed and delivered by Lighthouse Document Technologies, Inc., a Washington corporation, as its voluntary act and deed by virtue of authority from its directors.



[Signature]
Notary Public Phoebe Harvick

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of June, 2016, personally came before me _____, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the _____ of CIT Bank, N.A., a national banking association, in its capacity as Collateral Agent for the Secured Parties; and

(b) This document was signed and delivered by CIT Bank, N.A., a national banking association, in its capacity as Collateral Agent for the Secured Parties, as its voluntary act and deed by virtue of authority from its directors.

Notary Public

[Notary page to Intellectual Property Security Agreement—
Lighthouse Document Technologies, Inc.]

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

GRANTORS:

LIGHTHOUSE DOCUMENT
TECHNOLOGIES, INC.,
a Washington corporation, as Grantor

By: _____

Name:

Title:

Address for Notices:

Lighthouse Document Technologies, Inc.

Attn: Andrew Armstrong

51 University Street #400

Seattle, Washington 98101

Telecopier: 206-223-7690

AGREED TO AND ACCEPTED:

CIT BANK, N.A., a national banking
association, as Collateral Agent

By:  _____

Name: Kevin Cullen

Title: Managing Director

Address for Notices:

CIT Bank, N.A.

Attn: Legal Dept.: Communications,

Media and Entertainment

One CIT Drive

Livingston, New Jersey 07039

Telecopier: 973-535-1760

[Signature page to Intellectual Property Security Agreement—
Lighthouse Document Technologies, Inc.]

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of June, 2016, personally came before me _____, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the _____ of Lighthouse Document Technologies, Inc., a Washington corporation; and

(b) This document was signed and delivered by Lighthouse Document Technologies, Inc., a Washington corporation, as its voluntary act and deed by virtue of authority from its directors.

Notary Public

STATE OF New York)
) SS:
COUNTY OF NY)

On this 30th day of June, 2016, personally came before me Kevin Cullen, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Managing Director of CIT Bank, N.A., a national banking association, in its capacity as Collateral Agent for the Secured Parties; and

(b) This document was signed and delivered by CIT Bank, N.A., a national banking association, in its capacity as Collateral Agent for the Secured Parties, as its voluntary act and deed by virtue of authority from its directors.

Lisette Morales
Notary Public

LISETTE MORALES
Notary Public, State of New York
No. 01M08133837
Qualified in Queens County
Term Expires September 18, 20 17

[Notary page to Intellectual Property Security Agreement—
Lighthouse Document Technologies, Inc.]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

<u>Patent Name</u>	<u>Application Number</u>	<u>Country</u>	<u>Filing Date</u>
Automated Redaction Patent Application	14/020,524	USA	Sept. 6, 2013
Automated Identification of Recurring Text Patent Application	14/072,595	USA	Nov. 5, 2013
Privilege Log Generation Method and Apparatus	15/005,699	USA	Jan. 25, 2016

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark Name</u>	<u>Registration Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Description of goods and/or services</u>
Lighthouse eDiscovery (logo)	4,241,091	USA	Feb. 23, 2012	Nov. 13, 2012	Litigation support services, namely, electronic data discovery services, including data management, collections, forensics, processing, analysis, review, hosting, production and consulting, for national and international companies and law firms.
Lighthouse	3,067,400	USA	Nov. 7, 2003	March 14, 2006	Document management and production services for litigation support, namely, copying of documents and document reproduction for law firms and corporate legal departments.

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.