

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LDiscovery, LLC		12/09/2016	Limited Liability Company: DELAWARE
LDiscovery TX, LLC		12/09/2016	Limited Liability Company: DELAWARE
Kroll Ontrack, LLC		12/09/2016	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2258183	DATA ADVISOR
Registration Number:	1717817	ONTRACK
Registration Number:	1803474	ONTRACK
Registration Number:	1396613	DISK MANAGER
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
Registration Number:	4719749	DISCOVERY360
Registration Number:	3474980	E-DIRECT
Registration Number:	4987525	EDIRECT365

CH \$740.00 2258183

Property Type	Number	Word Mark
Registration Number:	4605265	EMPOWER
Registration Number:	2616892	INTERLEGIS
Registration Number:	2616895	INTERLEGIS
Registration Number:	4703385	LDISCOVERY
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	
Serial Number:	86681935	DATAADVISOR
Serial Number:	86662183	CS

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	78436.00222
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	12/09/2016

Total Attachments: 13

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 9, 2016, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Royal Bank of Canada, 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 Second Lien Credit Agreement dated as of December 9, 2016 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement") by and among LD Lower Holdings, Inc., a Delaware corporation ("LD Lower") and LD Intermediate Holdings, Inc., a Delaware corporation (and, together with LD Lower, each a "Borrower" and collectively, the "Borrowers"), LD Topco, Inc., a Delaware corporation ("Holdings"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender") and Royal Bank of Canada, as Administrative Agent and Collateral Agent and (ii) the Second Lien Security Agreement dated December 9, 2016 (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, 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 copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) 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;

(v) 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

(vi) 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 (vi), 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.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Royal Bank of Canada, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the

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limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor 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 OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS 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 CLAUSE (b) OF THIS SECTION 6. 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,

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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.

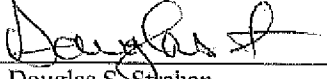
Second Lien
Intellectual Property Security Agreement

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TRADEMARK
REEL: 005944 FRAME: 0506

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

LDISCOVERY, LLC

By: 
Name: Douglas S. Strahan
Title: Secretary and Treasurer

LDISCOVERY TX, LLC

By: 
Name: Douglas S. Strahan
Title: Secretary and Treasurer

KROLL ONTRACK, LLC

By: _____
Name: Mark Williams
Title: Chief Executive Officer and President

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK

REEL: 005944 FRAME: 0507

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

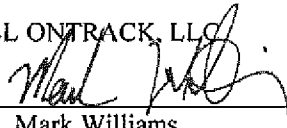
LDISCOVERY, LLC

By: _____
Name: Douglas S. Strahan
Title: Secretary and Treasurer

LDISCOVERY TX, LLC

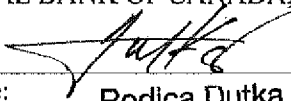
By: _____
Name: Douglas S. Strahan
Title: Secretary and Treasurer

KROLL ONTRACK, LLC

By:  _____
Name: Mark Williams
Title: Chief Executive Officer and President

[Signature Page to Second Lien IP Security Agreement]

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page to Second Lien IP Security Agreement]

Schedule A

Patents

<u>Author</u>	<u>Title</u>	<u>Issue Date</u>	<u>Patent No.</u> <u>[Application No.]</u>
Kroll Ontrack, LLC	Information Exploration Systems and Methods	3/9/2010	7,676,463
Kroll Ontrack, LLC	Method and System for Optimally Searching a Document Database Using a Representative Semantic Space	1/25/2005	6,847,966
Kroll Ontrack, LLC	Method and System for Optimally Searching a Document Database Using a Representative Semantic Space	1/27/2009	7,483,892
Kroll Ontrack, LLC	Apparatus and Method for Data Recovery	11/7/2000	6,145,088
Kroll Ontrack, LLC	Apparatus and Method for Data Recovery	11/30/2004	6,826,707
Kroll Ontrack, LLC	Apparatus & Method for Remote Virus Scanning & Repair	2/12/2002	6,347,375
Kroll Ontrack, LLC	System and Method for Data Management (1)	9/5/2006	7,103,602
Kroll Ontrack, Inc. (pending amendment to Kroll Ontrack, LLC)	Electronic Review of Documents	2/23/2016	9,269,053
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR A DATA EXTRACTION AND BACKUP DATABASE	11/22/2011	8065277
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR DETECTING INCONGRUOUS OR INCORRECT MEDIA IN A DATA RECOVERY PROCESS	11/29/2011	8069151
LDiscovery Tx, LLC	METHODS FOR ENHANCING EFFICIENCY AND COST EFFECTIVENESS OF FIRST PASS REVIEW OF DOCUMENTS	04/03/2012	8150827
LDiscovery Tx, LLC	METHOD AND SYSTEM FOR ENTERPRISE-WIDE RETENTION OF DIGITAL OR ELECTRONIC DATA	02/12/2013	8375008
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR MANAGEMENT OF RETENTION PERIODS FOR CONTENT IN A COMPUTING SYSTEM	09/03/2013	8527468
LDiscovery Tx, LLC	METHOD AND SYSTEM FOR RESTORING INFORMATION FROM BACKUP STORAGE MEDIA	12/24/2013	8615490
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR DATA EXTRACTION FROM EMAIL	01/14/2014	8630984


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	FILES		
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR CREATING A DE-DUPLICATED DATA SET	05/27/2014	8738668
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR DATA DE-DUPLICATION	01/27/2015	8943024
LDiscovery Tx, LLC	SYSTEM AND METHOD FOR SEARCHING INDEX CONTENT DATA USING MULTIPLE PROXIMITY KEYWORD SEARCHES	[01/02/2014]	[14146723]



Intellectual Property Security Agreement

Schedule B



Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u> <u>[Filing Date]</u>	<u>Reg. No.</u> <u>[Application No.]</u>
Kroll Ontrack, LLC	Data Advisor	[07/02/2015]	[86681935]
Kroll Ontrack, LLC	DATA ADVISOR	06/29/1999	2,258,183
Kroll Ontrack, LLC	ONTRACK	09/22/1992	1,717,817
Kroll Ontrack, LLC	ONTRACK	11/09/1993	1,803,474
Kroll Ontrack, LLC	DISK MANAGER (will lapse on 12/10/2016, at the direction of Kroll Ontrack)	06/10/1986	1,396,613
LDiscovery Tx, LLC	ACTIVEVAULT ACTIVEVAULT	04/18/2006	3082128
LDiscovery Tx, LLC	ACTIVEVAULT ACTIVEVAULT	11/10/2009	3709203
LDiscovery, LLC	ALPHALIT ALPHALIT	03/17/2015	4703390
LDiscovery, LLC	ALPHALIT (& Design) 	09/01/2015	4802284
Renew Data Corp.	ANAGRAM ANAGRAM	07/26/2011	4003535
LDiscovery, LLC	COPY SECURE	06/28/2015	2963966
LDiscovery, LLC	CREDENCE CREDENCE	02/03/2015	4680856
LDiscovery, LLC	CS (& Design)	[06/15/2015]	[86662183]

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LDiscovery, LLC	DISCOVERY360 DISCOVERY360	04/14/2015	4719749
LDiscovery, LLC	E-DIRECT E-DIRECT	07/29/2008	3474980
LDiscovery, LLC	EDIRECT365 (& Design)	06/28/2016	4987525
LDiscovery, LLC	EMPOWER EMPOWER	09/16/2014	4605265
LDiscovery, LLC	INTERLEGIS	09/10/2002 Renewal: 09/10/2012	2616892
LDiscovery, LLC	INTERLEGIS (& Design) 	09/10/2002 Renewal: 09/10/2012	2616895
LDiscovery, LLC	LDISCOVERY (& Design) LDiscovery	03/17/2015	4703385
LDiscovery, LLC	LDISCOVERY LDISCOVERY	07/08/2008	3463313
LDiscovery, LLC	PRIVLOG BUILDER PRIVLOG BUILDER	03/17/2015	4703849
LDisc Holdings, LLC	RCMGR RCMgr	01/31/2012	4092745

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LDiscovery, LLC	RCMGR (& Design) 	02/07/2012	4095012
LDiscovery Tx, LLC	RENEW DATA	11/14/2006	3171971
LDiscovery Tx, LLC	RENEW DATA	08/12/2003 Renewal: 08/12/2013	2750138
LDiscovery Tx, LLC	VESTIGATE	03/15/2011	3932645
LDiscovery, LLC	WHERE LAW & TECHNOLOGY INTERSECT Where Law & Technology Intersect	01/29/2013	4281490
LDiscovery Tx, LLC	Design Only 	03/20/2007	3220377

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Schedule C

Copyrights

Author	Title	Reg. No.	Date
Kroll Ontrack, LLC	[Disk Manager For Windows]	TX0004563179	07/18/1997
Kroll Ontrack, LLC	Disk Manager Mac, Updated Version.	TX0004289360	06/17/1996
Kroll Ontrack, LLC	Corporate Profile: Ontrack Computer Systems	TX0004181537	12/08/1995
Kroll Ontrack, LLC	Disk Manager Mac.	TX0004345287	10/15/1996
Kroll Ontrack, LLC	Disk Manager Mac: Installation Utility For Macintosh	TX0004226199	12/08/1995
Kroll Ontrack, LLC	DISK MANAGER.	TX0004550399	02/18/1997
Kroll Ontrack, LLC	Disk Manager: The Original Hard Disk Installation	TX0004169715	12/08/1995
Kroll Ontrack, LLC	Disk Manager: Version 1.04.	TX0004345288	10/15/1996
Kroll Ontrack, LLC	DOSUTILS: Version 1.00.	TX0004340491	11/16/1995
Kroll Ontrack, LLC	Drive Rocket.	TX0004208171	11/16/1995
Kroll Ontrack, LLC	Drive Rocket: Software Launching Guide	TX0004170563	12/08/1995
Kroll Ontrack, LLC	Ontrack Data Recovery For Netware.	TX0004136089	12/08/1995
Kroll Ontrack, LLC	Ontrack Data Recovery For Netware.	TX0004167160	11/16/1995
Kroll Ontrack, LLC	RECOVEREASE.	TX0004208172	11/16/1995
Kroll Ontrack, LLC	Data Protection Guide.	TX0004523591	04/02/1997
Kroll Ontrack, LLC ¹	Ontrack data recovery	TX0004531120	04/02/1997
Kroll Ontrack, LLC	Data Protection Guide.	TXu000720950	03/18/1996
Kroll Ontrack, LLC	Data Recovery Restore.	TXu000720474	11/16/1995

¹ NTD: Registered with the USCO under the name Ontrack Data International, Inc., which merged into Kroll Ontrack, LLC.

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