

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Document Technologies, LLC		09/30/2016	Limited Liability Company: GEORGIA
Document Technologies of New York, LLC		09/30/2016	Limited Liability Company: GEORGIA
DTI of Georgia, LLC		09/30/2016	Limited Liability Company: GEORGIA
DTI of Washington, LLC		09/30/2016	Limited Liability Company: GEORGIA
Fios, Inc.		09/30/2016	Corporation: OREGON
Legalink, Inc.		09/30/2016	Corporation: DELAWARE
Epiq Systems, Inc.		09/30/2016	Corporation: MISSOURI
Encore Legal Solutions, Inc.		09/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	One Independence Center, 101 N Tryon St
Internal Address:	MC NC1-001-05-46
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	4377324	DTI
Registration Number:	3036841	LITWORKS
Registration Number:	2253703	SKYLINE
Registration Number:	3830040	COMPAREVUE
Registration Number:	3762320	DATICON EED
Registration Number:	3786751	DATICON EED
Registration Number:	3762319	DATICON EED ELECTRONIC EVIDENCE DISCOVER
Registration Number:	3789294	DATICON EED ELECTRONIC EVIDENCE DISCOVER
Registration Number:	2423142	EED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2423140	ELECTRONIC EVIDENCE DISCOVERY
Registration Number:	2466300	APPLIED DISCOVERY
Registration Number:	2436573	FIOS
Registration Number:	2965166	AACER
Registration Number:	4440783	AACER EXTRA EDITION
Registration Number:	2676367	BANKRUPTCY LINK
Registration Number:	2696014	CASE POWER
Registration Number:	4751724	CLAIMSMATRIX
Registration Number:	4045646	CREDITORMATRIX
Registration Number:	3818806	DEBTORMATRIX
Registration Number:	4867268	DMX
Registration Number:	4809050	DMX MOBILE
Registration Number:	3917370	DOCUMATRIX
Registration Number:	4809049	DOCUMATRIX MOBILE
Registration Number:	4748040	EDATAMATRIX
Registration Number:	4108988	EPIQ
Registration Number:	4683434	EPIQ ANALYTICS
Serial Number:	87100773	EPIQ ARC
Serial Number:	87114931	EPIQ ARQ
Registration Number:	4030403	EPIQ
Registration Number:	4030404	EPIQ SYSTEMS
Registration Number:	4099224	EPIQ SYSTEMS
Registration Number:	4325447	EXTRA EDITION
Registration Number:	4328620	IQ REVIEW
Registration Number:	4105767	LEGALMATRIX
Registration Number:	4254421	LOANMATRIX
Registration Number:	4440781	MY AACER
Registration Number:	2700658	TCMS
Registration Number:	3875979	TCMSWEB
Registration Number:	4321460	EMAX
Registration Number:	3680791	ENCORE DISCOVERY SOLUTIONS
Registration Number:	3680790	ENCORE DISCOVERY SOLUTIONS KNOWLEDGE. IN
Registration Number:	4776367	HORIZON
Registration Number:	4865569	IRIS
Registration Number:	4900273	IRIS
Registration Number:	4613576	IRIS ARC
Registration Number:	4850666	IRIS
Registration Number:	4768554	THE LEADER IN EDISCOVERY MANAGED SERVICE

Property Type	Number	Word Mark
Serial Number:	86310455	EPIQ
Serial Number:	86045752	EPIQ ACCESS
Serial Number:	85933042	EPIQ SYSTEMS
Serial Number:	87044620	EPIQ UNITY
Serial Number:	86045753	Q
Serial Number:	86045782	Q
Serial Number:	86455558	ARC

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/11/2017

Total Attachments: 14

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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

2. Document Technologies of New York, LLC, a Georgia Limited Liability Company

3. DTI of Georgia, LLC, a Georgia Limited Liability Company

4. DTI of Washington, LLC, a Georgia Limited Liability Company

5. Fios, Inc., an Oregon Corporation

6. Legalink, Inc., a Delaware Corporation

7. Epiq Systems, Inc., a Missouri Corporation

8. Encore Legal Solutions, Inc., a Delaware Corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 30, 2016, (this “**Agreement**”), among Document Technologies, LLC, a Georgia limited liability company, Document Technologies of New York, LLC, a Georgia limited liability company, DTI of Washington, LLC, a Georgia limited liability company, Fios, Inc., an Oregon corporation, LegaLink, Inc., a Delaware corporation, DTI of Georgia, LLC, a Georgia limited liability company, Encore Legal Solutions, Inc., a Delaware corporation, Epiq Systems, Inc., a Missouri corporation, and any future party to the Security Agreement (as defined below) that executes a Trademark Security Agreement Supplement substantially in the form of Exhibit A (each, a “**Grantor**”) and Bank of America, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to DTI Holdco, Inc., a Delaware corporation (the “**Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, OPE DTI Intermediate Sub Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacities as an Issuing Bank and the Swingline Lender and as administrative agent for the Lenders and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill of the business symbolized by such Trademarks;
- C. the right to sue third parties for past, present and future infringements, dilution or violation of such Trademarks; and
- D. all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, dilution or violation of such Trademarks and rights corresponding to the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. ***Termination.*** In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

SECTION 5. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

DOCUMENT TECHNOLOGIES, LLC
DOCUMENT TECHNOLOGIES OF NEW YORK,
LLC
DTI OF GEORGIA, LLC
DTI OF WASHINGTON, LLC
FIOS, INC.
LEGALINK, INC.
EPIQ SYSTEMS, INC.
ENCORE LEGAL SOLUTIONS, INC.

By: 
Name: Edward R. James III
Title: Chief Financial Officer and Secretary

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: 

Name:



Erik M. Truette

Title:

Vice President

SCHEDULE I

1. Trademarks:

Registered Owner	Registration Number	Trademark
Document Technologies, LLC	4377324	
Document Technologies, LLC	3036841	LITWORKS
Document Technologies of New York, LLC	2253703	SKYLINE
DTI of Washington, LLC	3830040	COMPAREVUE
DTI of Washington, LLC	3762320	DATICON EED
DTI of Washington, LLC	3786751	DATICON EED
DTI of Washington, LLC	3762319	
DTI of Washington, LLC	3789294	
DTI of Washington, LLC	2423142	EED
DTI of Washington, LLC	2423140	ELECTRONIC EVIDENCE DISCOVERY
DTI of Washington, LLC	2466300	APPLIED DISCOVERY
Fios, Inc.	2436573	FIOS
Epiq Systems, Inc.	2965166	AACER
Epiq Systems, Inc.	4440783	AACER EXTRA EDITION
Epiq Systems, Inc.	2676367	BANKRUPTCY LINK
Epiq Systems, Inc.	2696014	CASE POWER
Epiq Systems, Inc.	4751724	CLAIMSMATRIX
Epiq Systems, Inc.	4045646	CREDITORMATRIX
Epiq Systems, Inc.	3818806	DEBTORMATRIX
Epiq Systems, Inc.	4867268	DMX
Epiq Systems, Inc.	4809050	DMX MOBILE
Epiq Systems, Inc.	3917370	DOCUMATRIX
Epiq Systems, Inc.	4809049	DOCUMATRIX MOBILE
Epiq Systems, Inc.	4748040	EDATAMATRIX
Epiq Systems, Inc.	4108988	EPIQ
Epiq Systems, Inc.	4683434	EPIQ ANALYTICS
Epiq Systems, Inc.	87100773	EPIQ ARC
Epiq Systems, Inc.	87114931	EPIQ ARQ
Epiq Systems, Inc.	4030403	

Registered Owner	Registration Number	Trademark
Epiq Systems, Inc.	4030404	
Epiq Systems, Inc.	4099224	EPIQ SYSTEMS
Epiq Systems, Inc.	4325447	EXTRA EDITION
Epiq Systems, Inc.	4328620	IQ REVIEW
Epiq Systems, Inc.	4105767	LEGALMATRIX
Epiq Systems, Inc.	4254421	LOANMATRIX
Epiq Systems, Inc.	4440781	MY AACER
Epiq Systems, Inc.	2700658	
Epiq Systems, Inc.	3875979	TCMSWEB
Encore Legal Solutions, Inc.	4321460	EMAX
Encore Legal Solutions, Inc.	3680791	ENCORE DISCOVERY SOLUTIONS
Encore Legal Solutions, Inc.	3680790 09/08/2009	
Iris Data Services, Inc.	4776367	
Iris Data Services, Inc.	4865569	IRIS
Iris Data Services, Inc.	4900273	
Iris Data Services, Inc.	4613576	
Iris Data Services, Inc.	4850666	
Iris Data Services, Inc.	4768554	THE LEADER IN EDISCOVERY MANAGED SERVICES

2. Trademark Applications:



Applicant	Application Number	Trademark
Epiq Systems, Inc.	86310455	EPIQ
Epiq Systems, Inc.	86045752	EPIQ ACCESS
Epiq Systems, Inc.	85933042	EPIQ SYSTEMS
Epiq Systems, Inc.	87044620	EPIQ UNITY
Epiq Systems, Inc.	86045753	Q
Epiq Systems, Inc.	86045782	
Iris Data Services, Inc.	86455558	

EXHIBIT A

[FORM OF] TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “**Trademark Security Agreement Supplement**”), among [●] ([each, a][the] “**Grantor**”) and Bank of America, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to DTI Holdco, Inc., a Delaware corporation (the “**Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, OPE DTI Intermediate Sub Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacities as an Issuing Bank and the Swingline Lender and as administrative agent for the Lenders and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [Grantor][Grantors] and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of [●] [●], 20[●]. Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill of the business symbolized by such Trademarks;
- C. the right to sue third parties for past, present and future infringements, dilution or violation of such Trademarks; and
- D. all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, dilution or violation of such Trademarks and rights corresponding to the foregoing;

Exhibit A

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Termination.** In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon [a][the] Grantor's reasonable request, to execute and deliver to [such] Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Additional Trademark Collateral under this Trademark Security Agreement Supplement.

SECTION 5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[●]

By: _____

Name:

Title:

Exhibit A

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: _____
Name:
Title:

SCHEDULE I

1. Trademarks:

Registered Owner	Registration Number	Trademark

2. Trademark Applications:

Applicant	Application Number	Trademark

