

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462337

<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>
Xcellence, Inc.		12/22/2017	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Private Middle Market Credit LLC, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3519172	XACT DATA DISCOVERY	
<b>Registration Number:</b>	3519173	XDD XACT DATA DISCOVERY BECAUSE YOU NEED	
<b>Registration Number:</b>	4391868	ONE DECISION	
<b>Registration Number:</b>	4137951	ONEO	
<b>Registration Number:</b>	3476258	ORANGE LEGAL TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	32868 / 072		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	02/15/2018		

CH \$140.00 3519172

**Total Attachments: 6**

source=Second Lien Trademark Security Agreement Excalibur#page1.tif

source=Second Lien Trademark Security Agreement Excalibur#page2.tif

source=Second Lien Trademark Security Agreement Excalibur#page3.tif

source=Second Lien Trademark Security Agreement Excalibur#page4.tif

source=Second Lien Trademark Security Agreement Excalibur#page5.tif

source=Second Lien Trademark Security Agreement Excalibur#page6.tif

**This Agreement is subject to the terms of the Second Lien Intercreditor Agreement dated December 22, 2017 among KeyBank National Association, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, Goldman Sachs Private Middle Market Credit LLC, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by JLL XDD, Inc., as Parent Borrower and the other Grantors referred to therein, as amended, modified or supplemented from time to time.**

### **Second Lien Trademark Security Agreement**

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 22, 2017 (this “**Agreement**”), among Xcellence, Inc., a Missouri corporation (the “**Grantor**”) and GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, as Collateral Agent.

WHEREAS, JLL XDD, Inc. (the “**Parent Borrower**”), JLL XDD INTERMEDIATE, LLC (“**Holdings**”), the Lenders party thereto, Goldman Sachs Private Middle Market Credit LLC., as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of December 22, 2017 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of December 22, 2017, among Parent Borrower, Holdings, the other Subsidiary Parties named therein and Goldman Sachs Private Middle Market Credit LLC, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (the “USPTO”). 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. 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. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

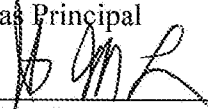
[Remainder of this page intentionally left blank]

XCELLENCE, INC.,  
as Grantor

By:   
Name: Eric Bur  
Title: Chief Financial Officer

GOLDMAN SACHS PRIVATE MIDDLE  
MARKET CREDIT LLC,  
as Collateral Agent

By: Goldman Sachs Asset Management L.P.,  
solely in its capacity as Investment Manager,  
and not as Principal


By:  \_\_\_\_\_

Name: Jonathan Lamm

Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
XACT DATA DISCOVERY	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	3519172
	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	3519173
One Decision	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	4391868
OneO	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	4137951
Orange Legal Technologies	U.S.	The Litigation Document Group LLC	3476258