

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FTI Consulting Technology LLC		09/10/2018	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nuix North America Inc.		
<b>Street Address:</b>	13755 Sunrise Valley Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Herndon		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20171		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3422071	ATTENEX	
<b>Registration Number:</b>	2766309	ATTENEX	
<b>Registration Number:</b>	2763167		
<b>Registration Number:</b>	2763168	RINGTAIL	
<b>Registration Number:</b>	3869281	RINGTAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172890504		
<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>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Mark S. Leonardo		
<b>Address Line 1:</b>	Brown Rudnick LLP		
<b>Address Line 2:</b>	One Financial Center		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	27368/1		
<b>NAME OF SUBMITTER:</b>	Mark S. Leonardo		
<b>SIGNATURE:</b>	/Mark S. Leonardo/		

CH \$140.00 3422071

<b>DATE SIGNED:</b>	10/15/2018
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**Total Attachments: 15**

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## ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (this “Assignment”) is entered into as of the 10th day of September, 2018 (the “Effective Date”), by and between FTI Consulting Technology LLC, a Maryland limited liability company (“Assignor”), and Nuix North America Inc., a Delaware corporation (“Assignee”).

**A.** Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the “Asset Purchase Agreement”).

**B.** Pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, all of the trademarks and trademark applications described on **Schedule A** hereto (the “Transferred Marks”) and all of the Assumed Liabilities associated therewith.

**C.** In connection with the consummation of the transactions contemplated by the Asset Purchase Agreement, the parties hereto are executing and delivering this Assignment to the other parties hereto.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires and accepts from Assignor, all of Assignor’s rights, title and interests in, to and under the Transferred Marks and to any and all of the following (collectively, the “Trademark Rights”), together with the goodwill of the Business associated therewith and symbolized thereby and with all of the Assumed Liabilities associated therewith:

- (a) all Transferred Marks and their foreign counterparts;
- (b) all issuances, extensions and renewals of any item in the foregoing category (a);
- (c) all rights accruing under any item in any of the foregoing categories (a) and (b) to apply in any or all countries of the world for trademark registration or equivalent rights or governmental grants, issuances or registrations, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the Madrid System for the International Registration of Marks, or any other international convention, treaty, agreement, or understanding throughout the world;
- (d) all claims and causes of action and other enforcement rights accruing under any item in any of the foregoing categories (a) through (c) to the extent arising or relating to actions or events following the Closing, including, without limitation, all claims and causes of action and

other enforcement rights for (1) damages; (2) injunctive relief, and (3) any other remedies of any kind for infringement, misappropriation, violations, misuse, dilutions, breach or default, including, without limitation, the right to sue and to collect or otherwise recover any such damages; and

(e) all rights to collect royalties, fees, income and other payments under or on account of any item in any of the foregoing categories (a) through (c), in each case, to the extent arising or relating to actions or events following the Closing.

3. Authorization of Governmental Agencies. Assignor, on behalf of itself and its Affiliates, hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the officials of any other applicable trademark office or governmental agency in any applicable jurisdiction to record and register this Assignment upon request of Assignee. Following the date hereof, upon Assignee's request and at Assignee's cost and expense, Assignor shall take, and shall cause its applicable Affiliates to take, such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Transferred Marks to Assignee or any successors and assigns thereto.

4. Further Assurances. Subject to the foregoing, Assignor and Assignee agree, at the other party's reasonable request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions as may reasonably be necessary in order more effectively to vest in Assignee all of Assignor's right, title and interest under, in and to each of the Trademark Rights, as contemplated under this Agreement, and to evidence Assignee's assumption of the Assumed Liabilities associated therewith.

5. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law. This Assignment may be signed in any number of counterparts (including counterparts delivered by facsimile or electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

7. Governing Law. This Assignment shall be interpreted and construed in accordance with the laws of the State of Delaware. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Rights to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

FTI CONSULTING TECHNOLOGY LLC

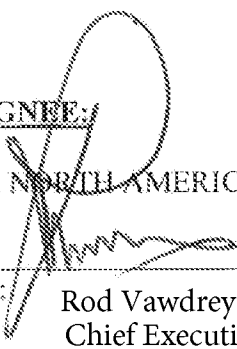
By: 

Name: Joanne F. Catanese

Title: Secretary

ASSIGNEE:


NUIX NORTH AMERICA INC.

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

Name: Rod Vawdrey  
Title: Chief Executive Officer

**SCHEDULE A**  
**Transferred Marks**

Applications and Registrations in the United States


<b>Mark</b>	<b>Status</b>	<b>App./Reg. No.</b>	<b>Goods and Services</b>
ATTENEX	Registered	AN: 77/256,395 RN: 3,422,071	Int. Class 42: Computer software installation services; computer programming for others; notification and delivery of software updates and upgrades; technical research services relating to computer hardware and software; technical consultation in the field of computer software installation and maintenance; computer support services, namely, technical support and software update and upgrade services; computer consulting services related to computer products and services; computer software design for others; providing information in the field of computer software applications; consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others
ATTENEX	Registered	AN: 76/385,073 RN: 2,766,309	Int. Class 9: Computer software for use in the analysis and review of electronic documents; computer software for use in drafting complex documents and exchanging information relating to the documents with others users
Miscellaneous Design (Possum Design) 	Registered	AN: 76/099,338 RN: 2,763,167	Int. Class 9: Computer software, namely software used for enabling document exchange, electronic file maintenance and communications on an extranet in international class 9 Int. Class 35: Business consultation for enterprises, business and government organizations concerning ways to improve information exchange and communication; electronic management of files and documents via intranets, extranets, internet or other public or private networks in international class 35 Int. Class 38: Telecommunication services, namely electronic transmission of files and documents via intranets, extranets, internet or other public or private networks in international class Int. Class 42: Computer programming, computer design services, and



Mark	Status	App./Reg. No.	Goods and Services
			consultation in the field of computer software, computer data management and computer-assisted litigation support in international class 42
RINGTAIL	Registered	AN: 76/099,339 RN: 2,763,168	Int. Class 9: Computer software, namely software used for enabling document exchange, electronic file maintenance and communications on an extranet in international class 9 Int. Class 35: Business consultation for enterprises, business and government organizations concerning ways to improve information exchange and communication; electronic management of files and documents via intranets, extranets, internet or other public or private networks in international class 35 Int. Class 38: Telecommunication services, namely electronic transmission of files and documents via intranets, extranets, internet or other public or private networks in international class Int. Class 42: Computer programming, computer design services, and consultation in the field of computer software, computer data management and computer-assisted litigation support in international class 42
RINGTAIL	Registered	AN: 77/832,749 RN: 3,869,281	Int. Class 9: Computer software for use in searching, staging, indexing, reviewing, and exporting of documents Int. Class 42: Providing online, non-downloadable software for use in searching, staging, indexing, reviewing, and exporting of documents

### Applications and Registrations in Australia

Mark	Status	App./Reg. No.	Goods and Services
ATTENEX	Registered	AN: 1195677 RN: 1195677	Int. Class 9: Computer software; computer software for use in the management, analysis and review of electronically stored information
Character Design	Registered	AN: 735172 RN: 735172	Int. Class 9: Computer software including software enabling document exchange, electronic file maintenance and communications on an extranet in International Class 9

Mark	Status	App./Reg. No.	Goods and Services
			<p>Int. Class 35: Computer consultancy and business consultancy to enable the better exchange of information and communication for enterprises including businesses and government organizations in International Class 35</p> <p>Int. Class 37: Installation, maintenance and repair of computer software and computer and telecommunications networks in International Class 37</p> <p>Int. Class 38: Telecommunications services including communication via electronic platforms and telecommunications services for file creation, maintenance, and document and information exchange services; communications services via intranet, extranet and internet and other electronic means in International Class 38</p> <p>Int. Class 41: Education and training services in International Class</p> <p>Int. Class 42: Computer programming, computer consultancy and design services in International Class 42</p>
RINGLET	Registered	AN: 877126 RN: 877126	<p>Int. Class 9: Computer software including software enabling document exchange, electronic file maintenance and communications on an extranet</p> <p>Int. Class 35: Business consultancy to enable the better exchange of information and communication for enterprises including businesses and government organizations</p> <p>Int. Class 37: Installation, maintenance and repair of computer software and computer and telecommunications networks</p> <p>Int. Class 38: Telecommunications services including communication via electronic platforms and telecommunications service for file creation, maintenance, and document and information exchange services; communications services via intranet, extranet and Internet and other electronic means</p> <p>Int. Class 41: Education and training services</p> <p>Int. Class 42: Computer programming, computer consultancy and design service; computer consultancy to enable</p>

Mark	Status	App./Reg. No.	Goods and Services
			the better exchange of information and communication for enterprises including businesses and government organizations
RINGTAIL	Registered	AN: 735170 RN: 735170	Int. Class 9: Computer software including software enabling document exchange, electronic file maintenance and communications on an extranet in International Class 9 Int. Class 35: Installation, maintenance and repair of computer software and computer and telecommunications networks in International Int. Class 37: Installation, maintenance and repair of computer software and computer and telecommunications networks in International Class 37 Int. Class 38: Telecommunications services including communication via electronic platforms and telecommunications services for file creation, maintenance, and document and information exchange services; communications services via intranet, extranet and internet and other electronic means in International Class 38 Int. Class 41: Education and training services in International Class Int. Class 42: Computer programming, computer consultancy and design services in International Class 42

### Applications and Registrations in Canada


Mark	Status	App./Reg. No.	Goods and Services
ATTENEX	Registered	AN: 1361392 RN: TMA735,728	Int. Class 9: Computer software for use in the management, analysis, and review of electronically stored information; manuals, brochures, and newsletters relating to the use of computers and computer software. Int. Class 42: Computer software installation services; computer programming for others; notification and delivery of software updates and upgrades; technical research services relating to computer hardware and software; technical

Mark	Status	App./Reg. No.	Goods and Services
			consultation in the field of computer software installation and maintenance; computer support services, namely, technical support and software update and upgrade services; computer consulting services related to computer products and services; computer software design for others; providing information in the field of computer software applications; consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others.
RINGTAIL	Pending	AN: 1895419	GOODS: Computer software for use in processing, indexing, searching, reviewing, and exporting of computer file; Providing online, non-downloadable software for use in processing, indexing, searching, reviewing, and exporting of computer files.

Applications and Registrations in the European Union

Mark	Status	App./Reg. No.	Goods and Services
ATTENEX	Registered	AN: 6233076 RN: 6233076	Int. Class 9: Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data

Mark	Status	App./Reg. No.	Goods and Services
			<p>processing equipment and computers; fire-extinguishing apparatus; computer software for use in the management, analysis and review of electronically stored information in International Class 9            Int. Class 16: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks; manuals, brochures, and newsletters relating to the use of computers and computer software in International Class Int. Class 42: Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; computer software installation services; computer programming for others; notification and delivery of software updates and upgrades; technical research services relating to computer hardware and software; technical consultation in the field of computer software installation and maintenance; computer support services, namely, technical support and software update and upgrade services; computer consulting services related to computer products and services; computer software design for others; providing information in the field of computer software applications; consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others in International Class 42</p>

Mark	Status	App./Reg. No.	Goods and Services
<p>ATTENEX (Stylized) &amp; Design</p> 	Registered	AN: 4437422 RN: 004437422	<p>Int. Class 9: Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; computer software for use in the management, analysis and review of electronic documents for litigation readiness, litigation response and regulatory compliance; computer software for the visualization of large document collections and data sets; computer software for use in the drafting and distribution of complex documents; computer software for the analysis and review of electronic data and documents for forensic accounting and investigation in International Class 9</p> <p>Int. Class 16: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks in International Class</p> <p>Int. Class 42: Scientific and technological services and research and design relating</p>

Mark	Status	App./Reg. No.	Goods and Services
			thereto; industrial analysis and research services; design and development of computer hardware and software; legal services; litigation support services; computer software design in the field of management, analysis and review of electronic documents for litigation readiness, litigation response and regulatory compliance; research and analysis of electronic data and documents for forensic accounting and investigation in International Class 42


### Applications and Registrations in Hong Kong

Mark	Status	App./Reg. No.	Goods and Services
ATTENEX	Registered	AN: 300945261 RN: 300945261	Int. Class 9: Computers; computer software; computer software for use in the management, analysis and review of electronically stored information; computer programs (downloadable software); computer memories; computer game programs; computer hardware; computer peripherals and accessories; CD's, DVD's; optical discs, magnetic data carriers; fiber optical data carriers; electronic publications (downloadable) provided on-line from databases, from the Internet or from any communications network

### Applications and Registrations in India

Mark	Status	App./Reg. No.	Goods and Services
ATTENEX	Registered	AN: 1598631 RN: 1598631	Int. Class 9: Computer software; computer software for use in the management, analysis and review of electronically stored information

Applications and Registrations in the United Kingdom

Mark	Status	App./Reg. No.	Goods and Services
<p>Character Design</p> 	Registered	AN: 2241844 RN: 2241844	<p>Int. Class 9: Computer software; computer software enabling document exchange, electronic file maintenance and communications on an intranet, extranet or the Internet; publications in electronic form supplied on-line from databases or the Internet; computer peripheral apparatus; modems; parts and fittings for all the aforesaid goods. Int. Class 35: Business consultancy services; business information and advisory services; business consultancy to enable the better exchange of information and communication for enterprises including businesses and government organizations; information and advisory services relating to all of the aforesaid services including such services provided via the Internet</p> <p>Int. Class 38: Telecommunications services; communications via electronic platforms; electronic data interchange services; telecommunications services for file creation, maintenance and document and information exchange services; communications services via the intranet, extranet, Internet and other electronic means; provision of telecommunications access to databases and the Internet; information and advisory services relating to all the aforesaid services including such services provided via the Internet.</p> <p>Int. Class 42: Computer programming; computer consultancy; design services; computer software design; computer systems analysis; leasing access time to a computer database; computer data recovery services; information and advisory services relating to all of the aforesaid services including such services provided via the Internet.</p>
RINGTAIL	Registered	AN: 2241823 RN: 2241823	<p>Int. Class 9: Computer software; computer software enabling document exchange, electronic file maintenance and communications on an intranet, extranet or the Internet; publications in electronic form supplied on-line from databases or the Internet; computer peripheral apparatus; modems; parts and fittings for all the aforesaid goods.</p> <p>Int. Class 35: Business consultancy services;</p>



Mark	Status	App./Reg. No.	Goods and Services
			<p>business information and advisory services; business consultancy to enable the better exchange of information and communication for enterprises including businesses and government organizations; information and advisory services relating to all of the aforesaid services including such services provided via the Internet.</p> <p>Int. Class 38: Telecommunications services; communications via electronic platforms; electronic data interchange services; telecommunications services for file creation, maintenance and document and information exchange services; communications services via the intranet, extranet, Internet and other electronic means; provision of telecommunications access to databases and the Internet; information and advisory services relating to all the aforesaid services including such services provided via the Internet.</p> <p>Int. Class 42: Computer programming; computer consultancy; design services; computer software design; computer systems analysis; leasing access time to a computer database; computer data recovery services; information and advisory services relating to all of the aforesaid services including such services provided via the Internet.</p>