

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495409

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--|
| discoverReady LLC | | 10/25/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Jefferies Finance LLC |
| Street Address: | 520 Madison Avenue |
| Internal Address: | 19th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 3554625 | I-DECISION |
| Registration Number: | 3554626 | PRIVBANK |
| Registration Number: | 4675584 | ESI360 |
| Registration Number: | 4006963 | SMARTER BY DESIGN |
| Registration Number: | 3035616 | DISCOVERREADY |
| Registration Number: | 4593335 | SAMPLYZER |
| Registration Number: | 4804441 | PREDICTIVE CODING PLUS |
| Registration Number: | 4550740 | APEX REVIEW |
| Registration Number: | 4289348 | PRIME DECISION |
| Registration Number: | 4289347 | PRIME DOCUMENT |
| Registration Number: | 4289346 | PRIME REVIEW |

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127352811

Email: mribando@skadden.com

TRADEMARK

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 131650/31

NAME OF SUBMITTER: Andrew Alvarez

SIGNATURE: /Andrew Alvarez/

DATE SIGNED: 10/25/2018

Total Attachments: 6

source=First Lien Trademark Security Agreement (Executed)#page1.tif

source=First Lien Trademark Security Agreement (Executed)#page2.tif

source=First Lien Trademark Security Agreement (Executed)#page3.tif

source=First Lien Trademark Security Agreement (Executed)#page4.tif

source=First Lien Trademark Security Agreement (Executed)#page5.tif

source=First Lien Trademark Security Agreement (Executed)#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Trademark Security Agreement"), made by DISCOVERREADY LLC as a "Grantor" (the "Grantor") in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "First Lien Collateral Agent").

W I T N E S S E T H:

WHEREAS, GI REVELATION INTERMEDIATE LLC, a Delaware limited liability company ("Parent"), GI REVELATION ACQUISITION LLC, a Delaware limited liability company ("Borrower"), the subsidiaries of Borrower from time to time party thereto, the lenders from time to time party thereto, the issuing banks party thereto, and JEFFERIES FINANCE LLC, as First Lien Administrative Agent and as First Lien Collateral Agent, are party to that certain First Lien Credit Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"); and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor has entered into that certain Joinder Agreement dated October 25, 2018, made by the Grantor and the First Lien Collateral Agent, joining the Grantor to that certain First Lien Pledge and Security Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower thereunder, to induce the Secured Parties to provide Banking Services in connection with the Banking Services Obligations and to enter into the Hedge Agreements and provide financial accommodation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the PTO (or any successor office or any similar office in any State of the United States or any political subdivision thereof), and all extensions or renewals thereof, and all common law rights related thereto, including, in the case of the Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants

to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following property 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 of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor, including those listed on Schedule 1 attached hereto; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets (including any application for the registration of a trademark or service mark filed in the PTO on the basis of the Grantor's "intent-to-use" such trademark or service mark pursuant to 15 U.S.C. §1051 Section 1(b), unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), solely to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration).

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, pursuant to the First Lien Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. On the Termination Date and termination of the First Lien Pledge and Security Agreement, the First Lien Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, an instrument in writing in recordable form evidencing the release of the security interest in the Trademark Collateral under this First Lien Trademark Security Agreement, in accordance with Section 6.13 of the First Lien Pledge and Security Agreement.

SECTION 5. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This First Lien Trademark Security Agreement may be executed in counterparts (each by different parties hereto on 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 First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.

SECTION 7. Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this First Lien Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 8. INTERCREDITOR AGREEMENT. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AND, IF AND WHEN EFFECTIVE, THE PARI PASSU INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT AND THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT, AS APPLICABLE SHALL GOVERN AND CONTROL.**

[Remainder of This Page Intentionally Left Blank]

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

DISCOVERREADY LLC

By:

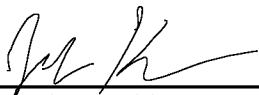


Name: David Smolen

Title: Responsible Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as First Lien Collateral Agent

By: 
Name: John Koehler
Title: Senior Vice President

TRADEMARKS

SCHEDULE 1

Trademark Registrations and Applications

| Owner | Mark | Registration Number (or Application Number if pending) | Registration Date (or filing date if pending) | Status |
|-------------------|------------------------|--|--|--------|
| DiscoverReady LLC | I-DECISION | 3,554,625 | December 30, 2008 | LIVE |
| DiscoverReady LLC | PRIVBANK | 3,554,626 | December 30, 2008 | LIVE |
| DiscoverReady LLC | ESI360 | 4,675,584 | January 20, 2015 | LIVE |
| DiscoverReady LLC | SMARTER BY DESIGN | 4,006,963 | August 2, 2011 | LIVE |
| DISCOVERREADY LLC | DISCOVERREADY | 3,035,616 | December 27, 2005 | LIVE |
| DiscoverReady LLC | SAMPLYZER | 4,593,335 | August 26, 2014 | LIVE |
| DiscoverReady LLC | PREDICTIVE CODING PLUS | 4,804,441 | September 1, 2015 | LIVE |
| DiscoverReady LLC | APEX REVIEW | 4,550,740 | June 17, 2014 | LIVE |
| DiscoverReady LLC | PRIME DECISION | 4,289,348 | February 12, 2013 | LIVE |
| DiscoverReady LLC | PRIME DOCUMENT | 4,289,347 | February 12, 2013 | LIVE |
| DiscoverReady LLC | PRIME REVIEW | 4,289,346 | February 12, 2013 | LIVE |

Schedule 1