

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495445

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

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

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 "Second 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 "Second Lien Collateral Agent").

WITNESSETH:

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, and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and as Second Lien Collateral Agent, are party to that certain Second Lien Term Loan Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"); and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has entered into that certain Joinder Agreement dated October 25, 2018, made by the Grantor and the Second Lien Collateral Agent, joining the Grantor to that certain Second 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 "Second Lien Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Credit Agreement, to induce the Lenders to extend credit to the Borrower thereunder and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Grantor hereby agrees with the Second 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 Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second 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 Obligations, the Grantor hereby grants to the Second 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. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. On the Termination Date and termination of the Second Lien Pledge and Security Agreement, the Second 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 Second Lien Trademark Security Agreement, in accordance with Section 6.13 of the Second Lien Pledge and Security Agreement.

SECTION 5. GOVERNING LAW. **THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND 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 Second 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 Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second 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 Second 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 SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND TO THE EXTENT PROVIDED THEREIN, THE “FIRST LIEN SECURITY DOCUMENTS” (AS DEFINED IN 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 SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND 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.

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

DISCOVERREADY LLC

By: _____

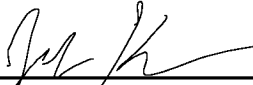


Name: David Smolen

Title: Responsible Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Second 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

TRADEMARK

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Schedule 1