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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HAYSTACKID LLC		01/14/2019	Limited Liability Company: DELAWARE
INSPIRED REVIEW LLC		01/14/2019	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Monroe Capital Management Advisors, LLC, as administrative agent
Street Address:	311 South Wacker Drive, Suite 6400
Internal Address:	c/o Monroe Capital LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	85259270	REVIEW LESS
Serial Number:	85390047	REVIEW RIGHT
Serial Number:	87754522	INSPIRED REVIEW
Serial Number:	87749863	INSPIRED REVIEW
Serial Number:	87750812	INSPIRED REVIEW, LLC
Serial Number:	87754535	
Serial Number:	87757636	VIRTUAL DOCUMENT REVIEW
Serial Number:	87761250	VDR
Serial Number:	87752456	A NOVEL APPROACH TO DOCUMENT REVIEW
Serial Number:	85803385	1NTELLIGENT ONE
Serial Number:	86432477	REV1EW ONE
Serial Number:	85557360	OPT1MUM ONE
Serial Number:	85662915	FORENS1CS ONE
Serial Number:	77631575	ETERA
Serial Number:	77885627	EARLY INFORMATION ASSESSMENT
Serial Number:	85666522	BUILT BY THE CLIENTS, FOR THE CLIENTS
		TDADEMADIA

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### **CORRESPONDENCE DATA**

**Fax Number:** 3126095005

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.

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36942000052
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	01/14/2019

### **Total Attachments: 6**

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 14, 2019, is executed by the undersigned (each, a "Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of January 14, 2019, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u>, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in <a href="Schedule 1">Schedule 1</a> and any Trademark issued pursuant to a Trademark application referred to in <a href="Schedule 1">Schedule 1</a> (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest

TRADEMARK REEL: 006523 FRAME: 0766 in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature Pages Follow]

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Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

HAYSTACKID LLC,

a Delaware limited liability company, as a Grantor

Name: <u>Lamy Marshall</u>

Title: Chief Financial Officer and Secretary

INSPIRED REVIEW LLC,

a Delaware limited liability company, as a Grantor

Name: Larry Murshall

Title: Ship Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged:

MONROE CAPITAL MANAGEMENT

ADVISORS, LLC7 as Administrative Agent

By:

Alex Parmacek Vice President

Schedule 1

<u>Trademark Collateral</u>

Country	Owner / Applicant	<u>Trademark</u>	Serial No.	Appl. Date	Reg. No.	Reg. Date
US	Inspired Review LLC	Review Less	85259270	3/6/2011	4027279	9/13/2011
US	Inspired Review LLC	Review Right	85390047	8/4/2011	4125378	4/10/2012
US	Inspired Review LLC	Inspired Review	87754522	1/14/2018	n/a	n/a
US	Inspired Review LLC	Inspired Review	87749863	1/10/2018	n/a	n/a
US	Inspired Review LLC	Inspired Review, LLC	87750812	1/10/2018	n/a	n/a
US	Inspired Review LLC	Inspired Review's light bulb logo (no literal element)	87754535	1/14/2018	n/a	n/a
US	Inspired Review LLC	Inspired Review's light bulb logo + literal element consisting of "Inspired Review"	87754522	1/14/2018	n/a	n/a
US	Inspired Review LLC	Virtual Document Review	87757636	1/16/2018	5634722	12/18/2018
US	Inspired Review LLC	VDR	87761250	1/18/2018	n/a	n/a
US	Inspired Review LLC	A Novel Approach to Document Review	87752456	1/11/2018	n/a	n/a
US	HaystackID LLC	Intelligent One	85-803,385	12/14/2012	4,423,106	10/22/2013
US	HaystackID LLC	Revlew One	86-432,477	10/23/2014	4,763,851	6/30/2015
US	HaystackID LLC	Opt1mum One	85-557,360	3/1/2012	4,221,625	10/9/2012
US	HaystackID LLC	Forens1cs One	85-662,915	6/27/2012	4,304,555	3/19/2013
US	HaystackID LLC	ETERA	77-631,575	12/11/2008	3,747,667	2/9/2010
US	HaystackID LLC	Early Information Assessment	77-885,627	12/3/2009	4,006,885	8/2/2011

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Counti	<u>Owner /</u> <u>Applicant</u>	<u>Trademark</u>	Serial No.	Appl. Date	Reg. No.	Reg. Date
US	HaystackID LLC	Built by the Clients, for the Clients	85-666,522	7/2/2012	4,495,525	3/11/2014

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**RECORDED: 01/14/2019** 

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