# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM509346

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QDISCOVERY LLC		11/19/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	EAST WEST BANK	
Street Address:	555 Montgomery Street, 10th floor	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3416232	EVIDOX
Registration Number:	3416233	EVIDOX
Registration Number:	3613326	TURNDOX
Serial Number:	85411185	Q DISCOVERY
Serial Number:	85378202	Q
Serial Number:	88068193	Q

## **CORRESPONDENCE DATA**

Fax Number: 3479744434

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: 347-974-4434

Email: suzanne.l'hernault@rimonlaw.com

Correspondent Name: Suzanne L'Hernault Address Line 1: 245 Park Ave. 39th Floor Address Line 4: New York, NEW YORK 10167

NAME OF SUBMITTER:	Letao Qin
SIGNATURE:	/Letao Qin/
DATE SIGNED:	02/08/2019

**TRADEMARK** REEL: 006556 FRAME: 0127

# **Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*" dated November 19, 2018, is made by **QDISCOVERY LLC**, a Delaware limited liability company (the "*Grantor*"), in favor of EAST WEST BANK, a California bank located at 555 Montgomery Street, 10<sup>th</sup> floor, San Francisco, California 94111 (the "*Lender*").

WHEREAS, the Grantor owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and the Lender are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 21, 2105 and amended by Amendment No. 1 of even date herewith (as so amended and as the same may be further amended from time to time, the "Security Agreement"), among the Grantor and the Subsidiaries of the Grantor from time to time party thereto, as debtors, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Intellectual Property (as defined in the Security Agreement), whether currently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof and all trademark licenses, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether currently existing or hereafter arising or acquired:

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- (i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule 1 annexed hereto, and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

# **QDISCOVERY LLC**

By:

Name: Jason Thomas Title: Manager

# Schedule 1 to Trademark Security Agreement Dated as of November 19, 2018

# **U.S. TRADEMARK REGISTRATIONS**

Mark		Owner	U.S. Registration No.	U.S. Registration Date
Evidox Mark)	(Word	QDiscovery, LLC	3,416,232	April 22, 2008
Evidox Mark)	(Design	QDiscovery, LLC	3,416,233	April 22, 2008
Turndox Mark)	(Word	QDiscovery, LLC	3,613,326	April 29, 2009

# TRADEMARK LICENSES

## None

# TRADEMARK APPLICATIONS

# **TRADEMARK APPLICATIONS**

**RECORDED: 02/08/2019** 

Application Number	Date Filed	Description
85/411,185	August 30, 2011	Q DISCOVERY
85/378, 202	July 22, 2011	Q (Stylized)
88/068,193	August 7, 2018	Q (Stylized)

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