

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liffey Thames Group, LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02119		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4841783	DISCOVIA	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0005		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	04/30/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **April 30, 2019** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 30, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, excluding any Excluded Assets (collectively, the “**Intellectual Property Collateral**”):

(a) (i) The United States patents and patent applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the United States; (iv) all inventions and improvements claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) (i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.


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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LIGHTHOUSE DOCUMENT
TECHNOLOGIES, INC., as a Grantor**

By: 
Name: David Binder
Title: Chief Financial Officer and Secretary

**LIFFEY THAMES GROUP, LLC,
as a Grantor**

By: 
Name: David Binder
Title: Chief Financial Officer and Secretary

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 
Name: Blake Loweth
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Lighthouse Document Technologies, Inc.	Lighthouse eDiscovery logo 	4,241,091	November 13, 2012
Lighthouse Document Technologies, Inc.	Lighthouse	3,067,400	March 14, 2006
Liffey Thames Group, LLC	Discovia	4,841,783	October 27, 2015
Liffey Thames Group, LLC	Discovia	014506448	March 3, 2016
Liffey Thames Group, LLC	Discovia	2016144295 6	November 30, 2016
Lighthouse Document Technologies, Inc.	Lighthouse Spectra	5,596,497	October 30, 2018
Lighthouse Document Technologies, Inc.	Lighthouse Navigate	5,399,312	February 13, 2018
Lighthouse Document Technologies, Inc.	Lighthouse SmartSeries	5,706,597	March 26, 2019

United States Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Patent / Application No.</u>	<u>Issue Date / Application Date</u>
Lighthouse Document Technologies, Inc.	Automated Redaction Patent	Patent No. US 9,436,882	September 6, 2016
Lighthouse Document Technologies, Inc.	Automated Identification of Recurring Text Patent Application	14/072,595	November 5, 2013

Lighthouse Document Technologies, Inc.	Privilege Log Generation Method and Apparatus	15/005,699	January 25, 2016
Lighthouse Document Technologies, Inc.	Integrated Electronic Discovery (Provisional Patent Filing)	62/443,132	January 6, 2017