

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559818

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--|
| HaystackID LLC | | 01/31/2020 | Limited Liability Company: DELAWARE |
| Inspired Review LLC | | 01/31/2020 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | BMO Harris Bank N.A. |
| Street Address: | 111 West Monroe St. |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 29

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Registration Number: | 4495525 | BUILT BY THE CLIENTS, FOR THE CLIENTS |
| Registration Number: | 4006885 | EARLY INFORMATION ASSESSMENT |
| Registration Number: | 3747667 | ETERA |
| Registration Number: | 4304555 | FORENS1CS ONE |
| Registration Number: | 4221625 | OPT1MUM ONE |
| Registration Number: | 4763851 | REV1EW ONE |
| Registration Number: | 5969565 | MOBILE DEVICE INTEGRATOR |
| Registration Number: | 5683498 | A NOVEL APPROACH TO DOCUMENT REVIEW |
| Registration Number: | 5688805 | INSPIRED REVIEW |
| Registration Number: | 5677898 | INSPIRED REVIEW |
| Registration Number: | 5688794 | INSPIRED REVIEW, LLC |
| Registration Number: | 4027279 | REVIEW LESS |
| Registration Number: | 4125378 | REVIEW RIGHT |
| Registration Number: | 5688833 | VDR |
| Registration Number: | 5634722 | VIRTUAL DOCUMENT REVIEW |
| Registration Number: | 5683506 | |
| Serial Number: | 88574439 | REVIEWRIGHT |

CH \$740.00 4495525

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 88574453 | REVIEWRIGHT AUTOMATE |
| Serial Number: | 88574503 | REVIEWRIGHT AUTOMATE |
| Serial Number: | 88574467 | REVIEWRIGHT HOST |
| Serial Number: | 88574505 | REVIEWRIGHT HOST |
| Serial Number: | 88574506 | REVIEWRIGHT MANAGE |
| Serial Number: | 88574475 | REVIEWRIGHT MANAGE |
| Serial Number: | 88574508 | REVIEWRIGHT MATCH |
| Serial Number: | 88574479 | REVIEWRIGHT MATCH |
| Serial Number: | 88574482 | REVIEWRIGHT TRANSLATE |
| Serial Number: | 88574510 | REVIEWRIGHT TRANSLATE |
| Serial Number: | 88574512 | REVIEWRIGHT VIRTUAL |
| Serial Number: | 88574498 | REVIEWRIGHT VIRTUAL |

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1785638-0035-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 01/31/2020

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of January 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HSID Acquisition, LLC, a Delaware limited liability company (until the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, the “Initial Borrower” and, thereafter, “Holdings”), HaystackID Holdings LLC, a Delaware limited liability company (from and after the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, “Borrower”), each other Person party thereto that is designated as a Credit Party, the Lenders and the L/C Issuer from time to time party thereto and BMO Harris Bank N.A., as the Agent for the Lenders (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of January 31, 2020 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on

and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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

Very truly yours,

HAYSTACKID LLC, as Grantor

By: 

Name: Larry Marshall

Title: Chief Financial Officer

INSPIRED REVIEW LLC, as Grantor

By: 

Name: Larry Marshall

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:


BMO HARRIS BANK N.A.,
as the Agent

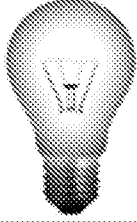
By: Pauline Christopher
Name: Pauline Christopher
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT





Trademark Registrations




1. REGISTERED TRADEMARKS

| Owner | Trademark | Registration Number / Registration Date |
|---------------------|---|--|
| HaystackID LLC | BUILT BY THE CLIENTS, FOR THE CLIENTS | 4495525 / March 11, 2014 |
| HaystackID LLC | EARLY INFORMATION ASSESSMENT | 4006885 / August 2, 2011 |
| HaystackID LLC | ETERA | 3747667 / February 9, 2010 |
| HaystackID LLC | FORENSICS ONE | 4304555 / March 19, 2013 |
| HaystackID LLC | OPTIMUM ONE | 4221625 / October 9, 2012 |
| HaystackID LLC | REVIEW ONE | 4763851 / June 30, 2015 |
| HaystackID LLC | MOBILE DEVICE INTEGRATOR | 5969565 / January 21, 2020 |
| Inspired Review LLC | A NOVEL APPROACH TO DOCUMENT REVIEW | 5683498 / February 26, 2019 |
| Inspired Review LLC | INSPIRED REVIEW and Design  INSPIRED REVIEW | 5688805 / March 5, 2019 |
| Inspired Review LLC | INSPIRED REVIEW | 5677898 / February 19, 2019 |
| Inspired Review LLC | INSPIRED REVIEW, LLC | 5688794 / March 5, 2019 |
| Inspired Review LLC | REVIEW LESS | 4027279 / September 13, 2011 |
| Inspired Review LLC | REVIEW RIGHT | 4125378 / April 10, 2012 |
| Inspired Review LLC | VDR | 5688833 / March 5, 2019 |
| Inspired Review LLC | VIRTUAL DOCUMENT REVIEW | 5634722 / December 18, 2018 |

| Owner | Trademark | Registration Number / Registration Date |
|---------------------|--|--|
| Inspired Review LLC | Design Only  | 5683506 / February 26, 2019 |

2. TRADEMARK APPLICATIONS

| Applicant | Trademark | Serial Number / Filing Date |
|----------------|---|-----------------------------|
| HaystackID LLC | REVIEWRIGHT and Design  | 88574439 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT AUTOMATE and Design  | 88574453 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT AUTOMATE | 88574503 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT HOST and Design  | 88574467 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT HOST | 88574505 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT MANAGE | 88574506 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT MANAGE and Design  | 88574475 / August 11, 2019 |

| Applicant | Trademark | Serial Number / Filing Date |
|----------------|---|-----------------------------|
| HaystackID LLC | REVIEWRIGHT MATCH | 88574508 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT MATCH and Design  | 88574479 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT TRANSLATE and Design  | 88574482 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT TRANSLATE | 88574510 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT VIRTUAL | 88574512 / August 11, 2019 |
| HaystackID LLC | REVIEWRIGHT VIRTUAL and Design  | 88574498 / August 11, 2019 |