

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED DISCOVERY INC.		05/14/2021	Corporation: DELAWARE
ALTEP, INC.		05/14/2021	Corporation: TEXAS
CONSILIO LLC		05/14/2021	Corporation: VIRGINIA
DISCOVERREADY LLC		05/14/2021	Limited Liability Company: DELAWARE
XCELLENCE, INC.		05/13/2021	Corporation: MISSOURI
QDISCOVERY LLC		05/13/2021	Limited Liability Company: DELAWARE
LEXOLUTION, LLC		05/13/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	5352164	AD ADVANCED DISCOVERY	
Registration Number:	4912325	ADVANCED DISCOVERY	
Registration Number:	4912331	ADVANCED DISCOVERY	
Registration Number:	5382344	ADVANCED DISCOVERY COMPLETE	
Registration Number:	5764296	ADVANCED MESSAGE REVIEW	
Registration Number:	5356615	ADVANCED VISIBILITY	
Registration Number:	5479387	ADVANCED VISUAL ID	
Registration Number:	5352016	GET ANSWERS NOW	
Registration Number:	5347781	GET ANSWERS NOW	

CH \$990.00 5352164

Property Type	Number	Word Mark
Registration Number:	5347782	GET ANSWERS NOW
Registration Number:	5477405	INTELLIGENT PROCESSING PLATFORM
Registration Number:	5352153	INTELLIGENT VAULT
Registration Number:	4691119	RISKCOVERY
Registration Number:	5025945	ALTEP
Registration Number:	5025946	ALTEP
Registration Number:	4431910	CONSILIO
Registration Number:	4431921	
Registration Number:	3928873	ICA
Registration Number:	3680440	V3LOCITY
Registration Number:	3035616	DISCOVERREADY
Registration Number:	4675584	ESI360
Registration Number:	4804441	PREDICTIVE CODING PLUS
Registration Number:	3554626	PRIVBANK
Registration Number:	4593335	SAMPLEYZER
Registration Number:	4006963	SMARTER BY DESIGN
Registration Number:	6305032	XDD-360
Registration Number:	6294250	XDD-360
Registration Number:	5384562	QUIVX EDISCOVERY & DOCUMENT SOLUTIONS
Registration Number:	5251686	ESQUIFY
Registration Number:	5256830	VERC
Registration Number:	4137951	ONEO
Registration Number:	3519172	XACT DATA DISCOVERY
Registration Number:	3519173	XDD XACT DATA DISCOVERY BECAUSE YOU NEED
Registration Number:	3328509	LIGHTSPEED
Registration Number:	5999665	Q
Registration Number:	4125570	Q DISCOVERY
Registration Number:	3416233	EVIDOX
Registration Number:	3416232	EVIDOX
Registration Number:	2651975	LEXOLUTION

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

TRADEMARK

REEL: 007304 FRAME: 0188

Address Line 4: Washington, D.C. 20006	
ATTORNEY DOCKET NUMBER:	28302.00099
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/24/2021
Total Attachments: 9 source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page1.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page2.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page3.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page4.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page5.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page6.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page7.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page8.tif source=I.N. Capitol - Trademark Security Agreement - 2L (Executed)#page9.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2021 (this “Agreement”), between ADVANCED DISCOVERY INC., ALTEP, INC., CONSILIO LLC, DISCOVERREADY LLC, XCELLENCE, INC., QDISCOVERY LLC, LEXOLUTION, LLC (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of May 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among SKOPIMA PURCHASER INC., a Delaware corporation (“Initial Holdings”), SKOPIMA MERGER SUB INC., a Delaware corporation (the “Initial Borrower”), whose rights and obligations under the Second Lien Credit Agreement and the other Second Lien Loan Documents as the “Borrower” will be assumed by GI CONSILIO PARENT LLC, a Delaware limited liability company (the “Company”), after giving effect to the Assumption and Release pursuant to Section 9.22 of the Second Lien Credit Agreement immediately upon consummation of the Consilio Acquisition, the other GRANTORS from time to time party thereto, the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the Second Lien Collateral Agreement) from time to time party thereto and the Second Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured 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 (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

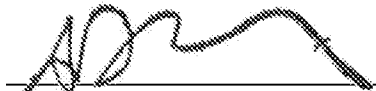
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

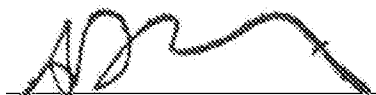
ALTEP, INC.,
as a Grantor

By: 
Name: Andy Macdonald
Title: President and Chief Executive Officer

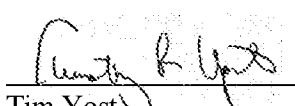
DISCOVERREADY LLC,
as a Grantor

By: 
Name: Andy Macdonald
Title: Chief Executive Officer

CONSILO, LLC,
as a Grantor

By: 
Name: Andy Macdonald
Title: President

ADVANCED DISCOVERY INC.,
as a Grantor

By: 
Name: Tim Yost
Title: Chief Financial Officer

XCELLENCE, INC.,
as a Grantor

By: _____
Name: Robert Polus
Title: Chief Executive Officer

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

ALTEP, INC.,
as a Grantor

By: _____
Name: Andy Macdonald
Title: President and Chief Executive Officer

DISCOVERREADY LLC,
as a Grantor

By: _____
Name: Andy Macdonald
Title: Chief Executive Officer

CONSILO, LLC,
as a Grantor

By: _____
Name: Andy Macdonald
Title: President

ADVANCED DISCOVERY INC.,
as a Grantor

By: _____
Name: Tim Yost
Title: Chief Financial Officer

XCELLENCE, INC.,
as a Grantor

By: _____
Name: Robert Polus
Title: Chief Executive Officer

Robert M. Polus

Digitally signed by Robert M. Polus
Date: 2021.05.13 14:04:36 -05'00'

QDISCOVERY LLC
LEXOLUTION, LLC,
each as a Grantor

Robert M.

Digitally signed by Robert M.
Polus

By:

Polus

Date: 2021.05.13 14:05:11
-05'00'

Name: Robert Polus

Title: President and Chief Executive Officer

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

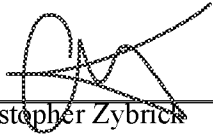
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second Lien Collateral Agent

By:
Name:
Title:



William O'Daly
Authorized Signatory

By:
Name:
Title:



Christopher Zybrick
Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Jurisdiction	Registration Number / Serial Number	Registration Date / Filing Date	Owner
AD ADVANCED DISCOVERY	U.S. Federal	5352164	12/5/2017	ADVANCED DISCOVERY INC.
ADVANCED DISCOVERY	U.S. Federal	4912325	3/8/2016	ADVANCED DISCOVERY INC.
ADVANCED DISCOVERY	U.S. Federal	4912331	3/8/2016	ADVANCED DISCOVERY INC.
ADVANCED DISCOVERY COMPLETE	U.S. Federal	5382344	1/16/2018	ADVANCED DISCOVERY INC.
ADVANCED MESSAGE REVIEW	U.S. Federal	5764296	5/28/2019	ADVANCED DISCOVERY INC.
ADVANCED VISIBILITY	U.S. Federal	5356615	12/12/2017	ADVANCED DISCOVERY INC.
ADVANCED VISUAL ID	U.S. Federal	5479387	5/29/2018	ADVANCED DISCOVERY INC.
GET ANSWERS NOW	U.S. Federal	5352016	12/5/2017	ADVANCED DISCOVERY INC.
GET ANSWERS NOW	U.S. Federal	5347781	11/28/2017	ADVANCED DISCOVERY INC.
GET ANSWERS NOW	U.S. Federal	5347782	11/28/2017	ADVANCED DISCOVERY INC.
INTELLIGENT PROCESSING PLATFORM	U.S. Federal	5477405	5/22/2018	ADVANCED DISCOVERY INC.
INTELLIGENT VAULT	U.S. Federal	5352153	12/5/2017	ADVANCED DISCOVERY INC.
RISKCOVERY	U.S. Federal	4691119	2/24/2015	ADVANCED DISCOVERY INC.
ALTEP	U.S. Federal	5025945	8/23/2016	ALTEP, INC.
ALTEP	U.S. Federal	5025946	8/23/2016	ALTEP, INC.
CONSILO	U.S. Federal	4431910	11/12/2013	CONSILO, LLC
Design Only	U.S. Federal	4431921	11/12/2013	CONSILO, LLC
ICA	U.S. Federal	3928873	3/8/2011	CONSILO, LLC
V3LOCITY	U.S. Federal	3680440	9/8/2009	CONSILO, LLC
DISCOVERREADY	U.S. Federal	3035616	12/27/2005	DISCOVERREADY LLC
ESI360	U.S. Federal	4675584	1/20/2015	DISCOVERREADY LLC
PREDICTIVE CODING PLUS	U.S. Federal	4804441	9/1/2015	DISCOVERREADY LLC

PRIVBANK	U.S. Federal	3554626	12/30/2008	DISCOVERREADY LLC
SAMPLYZER	U.S. Federal	4593335	8/26/2014	DISCOVERREADY LLC
SMARTER BY DESIGN	U.S. Federal	4006963	8/2/2011	DISCOVERREADY LLC
	U.S. Federal	6305032	03/30/2021	Xcellence, Inc.
	U.S. Federal	6294250	03/16/2021v	Xcellence, Inc.
	U.S. Federal	5384562	01/23/2018	Xcellence, Inc.
ESQUIFY	U.S. Federal	5251686	07/25/2017	Xcellence, Inc.
VERC	U.S. Federal	5256830	08/01/2017	Xcellence, Inc.
OneO	U.S. Federal	4137951	05/08/2012	Xcellence, Inc.
XACT DATA DISCOVERY	U.S. Federal	3519172	10/21/2008	Xcellence, Inc.
	U.S. Federal	3519173	10/21/2008	Xcellence, Inc.

LIGHTSPEED	U.S. Federal	3328509	11/06/2007	Xcellence, Inc.
	U.S. Federal	5999665	03/03/2020	QDiscovery LLC
Q DISCOVERY	U.S. Federal	4125570	04/10/2012	QDiscovery LLC
	U.S. Federal	3416233	04/22/2008	QDiscovery LLC
EVIDOX	U.S. Federal	3416232	04/22/2008	QDiscovery LLC
LEXOLUTION	U.S. Federal	2651975	03/19/2002	Lexolution, LLC