

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3206879

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EVIDENCE EXCHANGE, LLC	01/30/2015
RECEIVING PARTY DATA		
Name:	DEUTSCHE BANK AG NEW YORK BRANCH	
Street Address:	60 WALL STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7134020	
Patent Number:	7574744	
CORRESPONDENCE DATA		
Fax Number:	(650)213-8158	
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ATTORNEY DOCKET NUMBER:	1111779-2357	
NAME OF SUBMITTER:	CHRISTINA ISHIHARA	
SIGNATURE:	/Christina Ishihara/	
DATE SIGNED:	01/30/2015	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement") dated January 30, 2015, is made by Evidence Exchange, LLC, a Delaware limited liability company, as grantor (the "Grantor") in favor of Deutsche Bank AG New York Branch, as collateral agent (the "First Lien Collateral Agent") for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of June 29, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Alix Merger Sub, LLP, a Delaware limited liability partnership (which on the Closing Date merged with and into the AlixPartners, LLP, a Delaware limited partnership (the "Company"), with the Company surviving such merger as the borrower (the "Borrower")), AlixPartners Holdings, LLP, a Delaware limited liability partnership ("Holdings"), AlixPartners Holdings II, LLC, a Delaware limited liability company ("Holdings II"), the Lenders and Issuers party thereto from time to time and Deutsche Bank AG New York Branch, as First Lien Administrative Agent and First Lien Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, the L/C Issuers have agreed to issue letters of credit subject to the terms and conditions set forth in the First Lien Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the First Lien Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, under the terms of that certain Security Agreement dated June 29, 2012, made by the Company, Holdings, Holdings II and the Subsidiary Guarantors party thereto to the First Lien Collateral Agent (as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has executed and delivered that certain Supplement No. 1 to the Security Agreement, dated as of the date hereof, which supplements the Security Agreement (the "Security Agreement Supplement").

Whereas, under the terms of the Security Agreement, as supplemented by the Security Agreement Supplement, the Grantor has granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the First Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in, to and under the Patents, including the Patents set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Patent by the Grantor under this Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 5. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

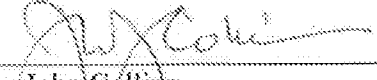
SECTION 6. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

EVIDENCE EXCHANGE, LLC, a Delaware
limited liability company, as Grantor

By: 
Name: John Collins
Title: Vice President, Secretary
and General Counsel

[Signature Page to First Lien Patent Security Agreement (Evidence Exchange)]

DEUTSCHE BANK AG NEW YORK
BRANCH, as First Lien Collateral Agent
and Grantee

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: Kirk L. Tashjian
Name: Kirk L. Tashjian
Title: Vice President

[Signature Page to First Lien Patent Security Agreement (Evidence Exchange)]

SCHEDULE A

<u>PATENT</u>	<u>PATENT NO.</u>	<u>FILING/ISSUE DATE</u>
System and method for securely duplicating digital documents	US 7,134,020 B2	11/07/2006
System and method for securely duplicating digital documents	US 7,574,744 B2	8/11/2009