

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4546639

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DTI OF WASHINGTON, LLC	09/30/2016
EPIQ EDISCOVERY SOLUTIONS, INC.	09/30/2016
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	ONE INDEPENDENCE CENTER, 101 N TRYON ST.
Internal Address:	MC NC1-001-05-46
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6189002
Patent Number:	7475107
Patent Number:	7496556
Patent Number:	8560378
Application Number:	13528049
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@woltersklwer.com
Correspondent Name:	MICHAEL VIOLET
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/11/2017

Total Attachments: 11

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of September 30, 2016 (this “**Agreement**”), among DTI of Washington, LLC, a Georgia limited liability company, Epiq eDiscovery Solutions, Inc., a Delaware corporation, and any future party to the Security Agreement (as defined below) that executes a Patent Security Agreement Supplement substantially in the form of Exhibit A (each, a “**Grantor**”) and Bank of America, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to DTI Holdco, Inc., a Delaware corporation (the “**Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, OPE DTI Intermediate Sub Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacities as an Issuing Bank and the Swingline Lender and as administrative agent for the Lenders and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Patent Collateral**”):

A. all Patents, including those Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the right to sue third parties for past, present and future infringements of such Patents; and

C. all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements of such Patents and rights corresponding to the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Termination.*** In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Patent Collateral under this Agreement.

SECTION 5. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

DTI OF WASHINGTON, LLC
EPIQ EDISCOVERY SOLUTIONS, INC.

By: 

Name: Edward R. James III

Title: Chief Financial Officer and Secretary

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: 

Name:

Title:

Erik M. Truette
Vice President

SCHEDULE I

1. Patents:

Registered Owner	Patent Number	Description
DTI of Washington, LLC	6,189,002	Process and System for Retrieval of Documents Using Context-Relevant Semantic Profiles
DTI of Washington, LLC	7,475,107	System and Method for Managing Distributed Computer Processes
Epiq eDiscovery Solutions, Inc.	7,496,556	UPIKM database system with integrated XML interface
Epiq eDiscovery Solutions, Inc.	8,560,378	System and Method of Reviewing and Producing Documents

2. Patent Applications:

Applicant	Application Number	Description
Epiq eDiscovery Solutions, Inc.	13/528,049	System and Method of Reviewing and Producing Documents

EXHIBIT A

[FORM OF] PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “**Patent Security Agreement Supplement**”), among [●] ([**each, a**][**the**] “**Grantor**”) and Bank of America, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to DTI Holdco, Inc., a Delaware corporation (the “**Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, OPE DTI Intermediate Sub Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacities as an Issuing Bank and the Swingline Lender and as administrative agent for the Lenders and Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Patent Security Agreement, dated as of [●] [●], 20[●]. Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 6. **Terms.** Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

SECTION 7. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of [**such**][**the**] Grantor and regardless of where located (collectively, the “**Additional Patent Collateral**”):

- A. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of such Patents; and
- C. all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements of such Patents and rights corresponding to the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 8. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Patent Collateral are more fully set forth in the Security 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 Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 9. **Termination.** In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon [a][the] Grantor's reasonable request, to execute and deliver to [such] Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Additional Patent Collateral under this Patent Security Agreement Supplement.

SECTION 10. **Governing Law.** This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

[•]

By: _____

Name:

Title:

Exhibit A

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: _____
Name:
Title:

SCHEDULE I

1. Patents:

Registered Owner	Serial Number	Description

2. Patent Applications:

Applicant	Application Number	Description

Schedule I

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RECORDED: 08/11/2017

PATENT
REEL: 043530 FRAME: 0287