

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TAUPO HOLDING, INC.		10/31/2008	CORPORATION: DELAWARE
ADERANT HOLDINGS, INC.		10/31/2008	CORPORATION: DELAWARE
ADERANT LEGAL HOLDINGS, INC.		10/31/2008	CORPORATION: DELAWARE
ADERANT ENTERPRISE HOLDINGS, INC.		10/31/2008	CORPORATION: DELAWARE
ADERANT INTERNATIONAL HOLDINGS, INC.		10/31/2008	CORPORATION: DELAWARE
ADERANT NORTH AMERICA, INC.		10/31/2008	CORPORATION: FLORIDA
NOVIENT, INC.		10/31/2008	CORPORATION: GEORGIA
ADERANT LEGAL HOLDINGS (NZ) ULC		10/31/2008	Unlimited Liability Company: NEW ZEALAND

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO FOOTHILL, LLC
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1688827	CMS
Registration Number:	1886572	CMS OPEN
Registration Number:	1682788	DOCUDRAFT
Registration Number:	1828096	JAVELAN
Registration Number:	2485818	NOVIENT

CH \$240.00 1688827

Registration Number:	2685303	WEBPROJECT
Serial Number:	78865534	ADERANT
Serial Number:	78875498	ADERANT EXPERT
Serial Number:	78979837	ADERANT EXPERT

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213.683.5698  
Email: minettetayco@paulhastings.com  
Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	73896.00030 (WFF/ADERANT)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	10/31/2008

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of October, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Taupo Holding, Inc., a Delaware corporation, Aderant North America, Inc., a Florida corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now

TRADEMARK SECURITY AGREEMENT

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existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

Notwithstanding anything to the contrary set forth herein, the term "Trademark Collateral" shall not include any intent to use trademark applications until such time as a verified statement of use with respect thereto has been filed with the United States Patent and Trademark Office.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. To the extent required by the Security Agreement or the Credit Agreement, Grantor shall give Agent prompt notice in writing of any additional United States Trademarks or Trademark applications after the date hereof. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash

collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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.

TALPO HOLDING, INC.,  
a Delaware corporation

By: 

Name: Robert Smith  
Title: President and Chief Executive Officer

ADERANT HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT LEGAL HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT ENTERPRISE HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT INTERNATIONAL HOLDINGS,  
INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

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.

TAUPO HOLDING, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Robert Smith  
Title: President and Chief Executive Officer

ADERANT HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT-LEGAL HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT ENTERPRISE HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT INTERNATIONAL HOLDINGS,  
INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

ADERANT NORTH AMERICA, INC.,  
a Florida corporation

By: Mike Kohlsdorf

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

NOVIENT, INC.,  
a Georgia corporation

By: Mike Kohlsdorf

Name: Mike Kohlsdorf  
Title: President and Chief Executive Officer

ADERANT LEGAL HOLDINGS (NZ) ULC  
a New Zealand unlimited liability company

By: Mike Kohlsdorf

Name: Mike Kohlsdorf  
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



ADERANT NORTH AMERICA, INC.,  
a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOVIENT, INC.,  
a Georgia corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADERANT LEGAL HOLDINGS (NZ) ULC  
a New Zealand unlimited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, LLC, as Agent

By:  \_\_\_\_\_

Name: **Lendell Thompson** \_\_\_\_\_

Title: **Vice President** \_\_\_\_\_

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Registrant</u>	<u>Successor Entity (if any)</u>	<u>Registration Number</u>	<u>Country of Registration</u>
CMS OPEN	Solution 6 North America, Inc.	Aderant North America, Inc.	230196	New Zealand
CMS OPEN	Aderant North America, Inc.		B1548022	UK
CMS	Aderant North America, Inc.		1688827	US
CMS OPEN	Aderant North America, Inc.		1886572	US
KEYSTONE	Keystone Solutions Limited	Aderant Legal Holdings (NZ) ULC	TM 630822	Australia
KEYSTONE	Keystone Solutions Limited	Aderant Legal Holdings (NZ) ULC	TM 791588	Australia
KEYSTONE	Keystone Solutions Ltd	Aderant Legal Holdings (NZ) ULC	TM 236948	New Zealand
CLO	Solution 6 ULC	Aderant Legal Holdings (NZ) ULC	TM 190856	New Zealand
INFORM	Aderant Legal Holdings (NZ) ULC		TM 190857	New Zealand
INFORM	Aderant Legal Holdings (NZ) ULC		TM 190858	New Zealand
DOCUDRAFT	Solution 6 Pty Ltd	Aderant Legal Holdings (AUS) Pty Ltd	568379	Australia <sup>^</sup>
CMS OPEN	Aderant North America, Inc.		611774	Australia

<u>Trademark</u>	<u>Registrant</u>	<u>Successor Entity (if any)</u>	<u>Registration Number</u>	<u>Country of Registration</u>
KEYSTONE	Keystone Solutions Ltd	Aderant Legal Holdings (NZ) ULC	630822	Australia
ADERANT EXPERT	Aderant Holdings, Inc.		1112979	Australia
ADERANT	Aderant Holdings, Inc.		1111876	Australia
ADERANT	Aderant Holdings, Inc.		TMA710,209	Canada
ADERANT	Aderant Holdings, Inc.		005043153	European Union
ADERANT EXPERT	Aderant Holdings, Inc.		005065743	European Union
ADERANT	Aderant Holdings, Inc.		300640538	Hong Kong
ADERANT EXPERT	Aderant Holdings, Inc.		300640557	Hong Kong
ADERANT	Aderant Holdings, Inc.		747407	New Zealand
ADERANT EXPERT	Aderant Holdings, Inc.		747742	New Zealand
ADERANT	Aderant Holdings, Inc.		T06/09284Z	Singapore
ADERANT EXPERT	Aderant Holdings, Inc.		T06/09286F	Singapore
DOCUDRAFT	Solution 6 Pty Ltd	Aderant Legal Holdings (AUS) Pty Ltd	1682788	US^
JAVELAN	Aderant Legal Holdings, Inc.		1828096	US
NOVIENT	Novient, Inc.		2485818	US
WEBPROJECT	Novient, Inc.		2685303	US

<u>Trademark</u>	<u>Registrant</u>	<u>Successor Entity (if any)</u>	<u>Registration Number</u>	<u>Country of Registration</u>
CIO OPEN FOR THE NET	Solution 6 North America, Inc.	Aderant North America, Inc.	887183	Australia
KEYSTONE	Keystone Solutions Ltd	Aderant Legal Holdings (NZ) ULC	791588	Australia
ADERANT EXPERT	Aderant Holdings, Inc.		TMA 720,338	Canada
CMS DATA DESIGN	Aderant North America, Inc.		451708	Canada
LANTIME ENTRY	Aderant North America, Inc.		410453	Canada
QUICK LOOK	Aderant North America, Inc.		434607	Canada
THE GLOBAL LEADER IN TIME AND BILLING SOLUTIONS	Aderant North America, Inc.		570382	Canada
POWERLOOK	Aderant North America, Inc.		425201	Canada
CMS OPEN	Aderant North America, Inc.		459236	Canada
CLO*2	Solution 6 North America, Inc.	Aderant North America, Inc.	442350	Canada
NOVIENT	Novient, Inc.		2336394	European Community
NOVIENT	Novient, Inc.		1775535	European Community
SOLUTION 6	Solution 6 Holdings Limited	[To be updated following the Closing.]	1998B13423	Hong Kong
SOLUTION 6	Solution 6 Holdings Limited	[To be updated following the Closing.]	1998B13424	Hong Kong

<u>Trademark</u>	<u>Registrant</u>	<u>Successor Entity (if any)</u>	<u>Registration Number</u>	<u>Country of Registration</u>
SOLUTION 6	Solution 6 Holdings Limited	[To be updated following the Closing.]	1998B13425	Hong Kong
SOLUTION 6	Solution 6 Holdings Limited	[To be updated following the Closing.]	1998B13426	Hong Kong
SOLUTION 6	Solution 6 Holdings Limited	[To be updated following the Closing.]	1999B05362	Hong Kong
HARTLEY	Solution 6 (NZ) Limited	Aderant Legal Holdings (NZ) ULC	124183	New Zealand
HARTLEY	Solution 6 (NZ) Limited	Aderant Legal Holdings (NZ) ULC	124184	New Zealand
HAPAS	Solution 6 (NZ) Limited	Aderant Legal Holdings (NZ) ULC	124187	New Zealand
HAPAS	Solution 6 (NZ) Limited	Aderant Legal Holdings (NZ) ULC	124188	New Zealand
HARTLEY	Solution 6 (NZ) Limited	Aderant Legal Holdings (NZ) ULC	131962	New Zealand
ADERANT	Aderant Holdings, Inc.		T0609283A	Singapore
ADERANT EXPERT	Aderant Holdings, Inc.		T0609285H	Singapore

^ Parent and its Subsidiaries do not use this trademark, and intend to allow it to expire.

#### **Trademark Applications**

<u>Trademark</u>	<u>Applicant</u>	<u>Application Number</u>	<u>Country of Application</u>
ADERANT EXPERT	An De Wan Te Kong Gu Gong Si	5700307	China
ADERANT EXPERT	An De Wan Te Kong	5700305	China

<u>Trademark</u>	<u>Applicant</u>	<u>Application Number</u>	<u>Country of Application</u>
	Gu Gong Si		
ADERANT	Aderant Holdings, Inc.	78/865,534	United States
ADERANT EXPERT	Aderant Holdings, Inc.	78/875,498	United States
ADERANT EXPERT	Aderant Holdings, Inc.	78/979,837	United States

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.