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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LegaLink, Inc.		06/01/2015	CORPORATION: DELAWARE
DTI OF GEORGIA, LLC		06/01/2015	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 5

	Property Type	Number	Word Mark
Reg	gistration Number:	2914471	LEGALINK
Reg	gistration Number:	2186870	LEGALINK
Reg	gistration Number:	2901609	TOTALTRANSCRIPT
Reg	gistration Number:	2747586	LEXTRANET
Reg	gistration Number:	4664093	MERRILLONE

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street

Address Line 2:c/o Morgan, Lewis & Bockius LLPAddress Line 4:Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	06/01/2015

Total Attachments: 5 source=(200240119)_(1)_DTI - Trademark Security Agreement (Executed)#page1.tif source=(200240119)_(1)_DTI - Trademark Security Agreement (Executed)#page2.tif source=(200240119)_(1)_DTI - Trademark Security Agreement (Executed)#page3.tif

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2015, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of General Electric Capital Corporation ("<u>GE Capital</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 19, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DTI Holdco, Inc., a Delaware corporation, (the "Borrower"), OPE DTI Intermediate Sub Inc. a Delaware corporation, the other Credit Parties, the Lenders from time to time party thereto, GE Capital as Revolver Agent for itself, the L/C Issuers and the Revolving Lenders and as the Administrative Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement dated August 19, 2014 in favor of the Administrative Agent (as amended, 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 the 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 Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. 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 and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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"):

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- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> 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.
- Section 3. <u>Guaranty and Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.
- Section 4. <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 and IP Licenses subject to a security interest hereunder.
- Section 5. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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.

[SIGNATURE PAGES FOLLOW]

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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.

LEGALINK, INC., as a Grantor

Зу:<u>___</u>

Name John W. Davenport, Jr.

Title: President and Chief Executive Officer

DTI OF GEORGIA, LLC, as a Grantor

350

Name/John W. Davenport, Jr.

Title President and Chief Executive Officer

ACKNOWLEDGED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Administrative Agent

Vone

Name: Title:

Phillip Croff

Duly Authorized Signatory

Signature Page to Trademark Security Agreement

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

(I). Owned by LegaLink, Inc.

Mark	App. No.	Reg. No.	Reg. Date
LEGALINK	78251681	2914471	12/28/2004
LEGALINK	75281802	2186870	9/1/1998
TOTALTRANSCRIPT	78251675	2901609	11/9/2004

(II). Owned by DTI OF GEORGIA, LLC

Mark	App. No.	Reg. No.	Reg. Date
LEXTRANET	75750426	2747586	8/5/2003
MERRILLONE	85513421	4664093	12/30/2014

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RECORDED: 06/01/2015