

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xcellence, Inc.		12/22/2017	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as Collateral Agent		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3519172	XACT DATA DISCOVERY	
<b>Registration Number:</b>	3519173	XDD XACT DATA DISCOVERY BECAUSE YOU NEED	
<b>Registration Number:</b>	4391868	ONE DECISION	
<b>Registration Number:</b>	4137951	ONEO	
<b>Registration Number:</b>	3476258	ORANGE LEGAL TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-185101 - Sue		
<b>NAME OF SUBMITTER:</b>	Michael E. Grathwol		
<b>SIGNATURE:</b>	/Michael E. Grathwol/		
<b>DATE SIGNED:</b>	12/26/2017		

CH \$140.00 3519172

**Total Attachments: 5**

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## First Lien Trademark Security Agreement

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of December 22, 2017 (this “**Agreement**”), among Xcellence, Inc., a Missouri corporation (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, JLL XDD, Inc. (the “**Parent Borrower**”), JLL XDD INTERMEDIATE, LLC (“**Holdings**”), the Lenders party thereto, KeyBank National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the First Lien Credit Agreement dated as of December 22, 2017 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of December 22, 2017, among Parent Borrower, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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 Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration

applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (the “USPTO”). 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. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

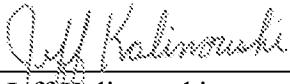
SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

XCELLENCE, INC.,  
as Grantor


By:   
Name: Eric Bur  
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Jeff Kalinowski  
Title: Senior Vice President

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
XACT DATA DISCOVERY	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	3519172
	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	3519173
One Decision	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	4391868
OneO	U.S.	Xcellence, Inc., d/b/a Xact Data Discovery	4137951
Orange Legal Technologies	U.S.	The Litigation Document Group LLC	3476258