

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529842

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRIVEN, INC.		06/28/2019	Corporation: VIRGINIA
UPDATE, INC.		06/28/2019	Corporation: DELAWARE
OMNIVERE ACQUISITIONS, LLC		06/28/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL SOUTHWEST CORPORATION, as administrative agent
Street Address:	5400 LBJ FREEWAY, SUITE 1300
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5408673	DRIVEN
Registration Number:	3672456	DRIVEN
Registration Number:	4899130	OMNIVERE
Registration Number:	4899129	OMNIVERE
Registration Number:	5276864	UPDATE
Registration Number:	5005108	PEOPLE INSPIRED
Registration Number:	3982872	UPDATEDISCOVERY
Registration Number:	2170943	UPDATE
Registration Number:	2132381	
Registration Number:	2172466	UPDATE

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 2149326400

Email: sshernandez@mcguirewoods.com

Correspondent Name: ADNAN QAZI

TRADEMARK

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 2: MCGUIREWOODS LLP
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2067673-0022
NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	06/28/2019

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this "**IP Security Agreement**") dated as of June 28, 2019, is made by **DRIVEN, INC.**, a Virginia corporation ("**Driven**"), **UPDATE, INC.**, a Delaware corporation ("**Update**"), and **OMNIVERE ACQUISITIONS, LLC**, a Delaware limited liability company ("**Omnivere**" and together with Driven and Update, individually, each a "**Grantor**" and collectively, jointly and severally, the "**Grantors**"), in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent (together with its successors and assigns, in such capacity, the "**Administrative Agent**") for itself and the other Secured Parties (as defined below).

WHEREAS, Grantors and certain of their Affiliates have entered into that certain Credit Agreement with the Administrative Agent, certain financial institutions from time to time party thereto (collectively, the "**Lenders**," and together with the Administrative Agent, collectively, the "**Secured Parties**"), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, each Grantor has granted to the Administrative Agent, on behalf of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of Texas. The following terms have the meanings set forth below:

"**Copyrights**" means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

"**Patents**" means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof

or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.


SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

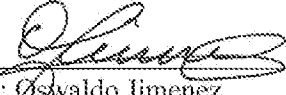
DRIVEN, INC.

By: 
Name: Oswaldo Jimenez
Title: President and Chief Executive Officer

UPDATE, INC.

By: _____
Name: April Pish
Title: Chief Executive Officer

OMNIVERE ACQUISITIONS, LLC

By: 
Name: Oswaldo Jimenez
Title: President and Secretary

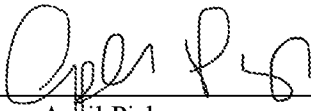
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

DRIVEN, INC.

By: _____
Name: Oswaldo Jimenez
Title: President and Chief Executive Officer

UPDATE, INC.

By:  _____
Name: April Pish
Title: Chief Executive Officer

OMNIVERE ACQUISITIONS, LLC

By: _____
Name: Oswaldo Jimenez
Title: President and Secretary

**GRANTORS DISCLOSURE SCHEDULES
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Driven, Inc., a Virginia corporation, Driven Holdings Corporation, a Virginia corporation, Update, Inc., a Delaware corporation, One Discovery, Inc., a Virginia corporation, and Omnivere Acquisitions, LLC, a Delaware limited liability company (collectively, the “*Grantors*”), have prepared these disclosure schedules and all attachments hereto (each of which is incorporated herein by reference) (collectively, these “*Grantors Disclosure Schedules*”) as of June 28, 2019, for the purpose of modifying the representations and warranties of the Grantors set forth in the Intellectual Property Security Agreement, dated as of the date hereof (as it may be amended, the “*Agreement*”), by and among the Grantors and Capital Southwest Corporation. Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Agreement.

List of Schedules

<u>Schedule</u>	<u>Description</u>
A.....	Patents
B.....	Trademarks
C.....	Copyrights

Schedule A
Patents

Appl No	Filing Date	Patent No./Pub No.	Issue Date/Pub Date	Title	Liens/Status
14/638,451	3/4/2015	9,354,936	9/10/2015	System, method, and apparatus for coordinating distributed electronic discovery Processing	Reel/Frame: 038607;0465 Recorded: 05/16/2016 Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST Assignor: Driven, Inc. Exec Dt: 05/06/2016
15/142,784	4/29/2019	9,875,140	1/23/2018	System, Method, and Apparatus for Coordinating Distributed Electronic	Reel/Frame: 038607;0465 Recorded: 05/16/2016 Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST Assignor: Driven, Inc. Exec Dt: 05/06/2016 Assignee: ONE DISCOVERY INC. 6400 ARLINGTON BLVD. SUITE 750B FALLS CHURCH, VIRGINIA 22042 No Liens

**Schedule B
Trademarks**

Serial #	Filing Date	Registration #	Registration Date	Mark	Registrant/Owner	Liens/Status
85755905	10/16/2012	5408673	2/20/2018	DRIVEN	Driven, Inc	No Liens - No assignment information Status LIVE
78759629	11/22/2005	3672456	8/25/2009	DRIVEN	Driven, Inc	No Liens - No assignment information Status LIVE
77671534	2/16/2009	4899130	2/9/2016	OmniVere	OMNIVERE ACQUISITIONS, LLC	Reel/Frame: 6579/0988; Recorded: 02/26/2019 Conveyance: Assigns the entire right Assignor: Omnivere, LLC Exec Dt: 12/21/2018 Assignee: Omnivere Acquisitions, LLC. 6400 ARLINGTON BLVD. SUITE 750B FALLS CHURCH, VIRGINIA 22042 No Liens
77406953	2/26/2008	4899129	2/9/2019	OMNIVERE	Paylocity Corporation CORPORATION ILLINOIS	Reel/Frame: 6579/0988; Recorded: 02/26/2019 Conveyance: Assigns the entire right Assignor: Omnivere, LLC Exec Dt: 12/21/2018 Assignee: Omnivere Acquisitions, LLC. 6400 ARLINGTON BLVD. SUITE 750B FALLS CHURCH, VIRGINIA 22042 No Liens
77406931	2/26/2008	5276864	8/29/2017		Update, Inc.	No Liens - No assignment information Status LIVE
77040724	11/9/2006	5005108	7/19/2016	PEOPLE INSPIRED	Update, Inc.	No Liens - No assignment information Status LIVE
85601617	4/18/2012	3982872	6/21/2011	UPDATEDISCOVERY	Update, Inc.	No Liens - No assignment information Status LIVE
		2170943	7/7/1998	UPDATE	Update, Inc.	Reel/Frame: 3199/0389 Recorded: 05/31/2005 Conveyance: Security Interest Assignor: Update, Inc. Exec Dt: 05/25/2005 Assignee: MADISON CAPITAL FUNDING LLC, 1 Lien
		2132381	1/27/1998		Update, Inc.	Reel/Frame: 3199/0389 Recorded: 05/31/2005 Conveyance: Security Interest Assignor: Update, Inc. Exec Dt: 05/25/2005 Assignee: MADISON CAPITAL FUNDING LLC, 1 Lien
		2172466	7/14/1998		Update, Inc.	Reel/Frame: 3199/0389 Recorded: 05/31/2005 Conveyance: Security Interest Assignor: Update, Inc. Exec Dt: 05/25/2005 Assignee: MADISON CAPITAL FUNDING LLC, 1 Lien

Schedule C
Copyrights

None.