

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HaystackID LLC		01/31/2020	Limited Liability Company: DELAWARE
Inspired Review LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4495525	BUILT BY THE CLIENTS, FOR THE CLIENTS	
Registration Number:	4006885	EARLY INFORMATION ASSESSMENT	
Registration Number:	3747667	ETERA	
Registration Number:	4304555	FORENS1CS ONE	
Registration Number:	4221625	OPT1MUM ONE	
Registration Number:	4763851	REV1EW ONE	
Registration Number:	5969565	MOBILE DEVICE INTEGRATOR	
Registration Number:	5683498	A NOVEL APPROACH TO DOCUMENT REVIEW	
Registration Number:	5688805	INSPIRED REVIEW	
Registration Number:	5677898	INSPIRED REVIEW	
Registration Number:	5688794	INSPIRED REVIEW, LLC	
Registration Number:	4027279	REVIEW LESS	
Registration Number:	4125378	REVIEW RIGHT	
Registration Number:	5688833	VDR	
Registration Number:	5634722	VIRTUAL DOCUMENT REVIEW	
Registration Number:	5683506		
Serial Number:	88574439	REVIEWRIGHT	

CH \$740.00 4495525

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88574453	REVIEWRIGHT AUTOMATE
Serial Number:	88574503	REVIEWRIGHT AUTOMATE
Serial Number:	88574467	REVIEWRIGHT HOST
Serial Number:	88574505	REVIEWRIGHT HOST
Serial Number:	88574506	REVIEWRIGHT MANAGE
Serial Number:	88574475	REVIEWRIGHT MANAGE
Serial Number:	88574508	REVIEWRIGHT MATCH
Serial Number:	88574479	REVIEWRIGHT MATCH
Serial Number:	88574482	REVIEWRIGHT TRANSLATE
Serial Number:	88574510	REVIEWRIGHT TRANSLATE
Serial Number:	88574512	REVIEWRIGHT VIRTUAL
Serial Number:	88574498	REVIEWRIGHT VIRTUAL

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1785638-0035-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 01/31/2020

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of January 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HSID Acquisition, LLC, a Delaware limited liability company (until the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, the “Initial Borrower” and, thereafter, “Holdings”), HaystackID Holdings LLC, a Delaware limited liability company (from and after the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, “Borrower”), each other Person party thereto that is designated as a Credit Party, the Lenders and the L/C Issuer from time to time party thereto and BMO Harris Bank N.A., as the Agent for the Lenders (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of January 31, 2020 in favor of the Agent (as the same may be amended, restated, amended and 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 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 Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, 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 subject to a security interest hereunder.

Section 5. Counterparts. 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. Governing Law. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; 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.

Very truly yours,

HAYSTACKID LLC, as Grantor

By: 

Name: Larry Marshall

Title: Chief Financial Officer

INSPIRED REVIEW LLC, as Grantor

By: 

Name: Larry Marshall

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:


BMO HARRIS BANK N.A.,
as the Agent

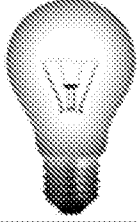
By: Pauline Christopher
Name: Pauline Christopher
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT





Trademark Registrations




1. REGISTERED TRADEMARKS

Owner	Trademark	Registration Number / Registration Date
HaystackID LLC	BUILT BY THE CLIENTS, FOR THE CLIENTS	4495525 / March 11, 2014
HaystackID LLC	EARLY INFORMATION ASSESSMENT	4006885 / August 2, 2011
HaystackID LLC	ETERA	3747667 / February 9, 2010
HaystackID LLC	FORENSICS ONE	4304555 / March 19, 2013
HaystackID LLC	OPTIMUM ONE	4221625 / October 9, 2012
HaystackID LLC	REVIEW ONE	4763851 / June 30, 2015
HaystackID LLC	MOBILE DEVICE INTEGRATOR	5969565 / January 21, 2020
Inspired Review LLC	A NOVEL APPROACH TO DOCUMENT REVIEW	5683498 / February 26, 2019
Inspired Review LLC	INSPIRED REVIEW and Design  INSPIRED REVIEW	5688805 / March 5, 2019
Inspired Review LLC	INSPIRED REVIEW	5677898 / February 19, 2019
Inspired Review LLC	INSPIRED REVIEW, LLC	5688794 / March 5, 2019
Inspired Review LLC	REVIEW LESS	4027279 / September 13, 2011
Inspired Review LLC	REVIEW RIGHT	4125378 / April 10, 2012
Inspired Review LLC	VDR	5688833 / March 5, 2019
Inspired Review LLC	VIRTUAL DOCUMENT REVIEW	5634722 / December 18, 2018

Owner	Trademark	Registration Number / Registration Date
Inspired Review LLC	Design Only 	5683506 / February 26, 2019

2. TRADEMARK APPLICATIONS

Applicant	Trademark	Serial Number / Filing Date
HaystackID LLC	REVIEWRIGHT and Design 	88574439 / August 11, 2019
HaystackID LLC	REVIEWRIGHT AUTOMATE and Design 	88574453 / August 11, 2019
HaystackID LLC	REVIEWRIGHT AUTOMATE	88574503 / August 11, 2019
HaystackID LLC	REVIEWRIGHT HOST and Design 	88574467 / August 11, 2019
HaystackID LLC	REVIEWRIGHT HOST	88574505 / August 11, 2019
HaystackID LLC	REVIEWRIGHT MANAGE	88574506 / August 11, 2019
HaystackID LLC	REVIEWRIGHT MANAGE and Design 	88574475 / August 11, 2019

Applicant	Trademark	Serial Number / Filing Date
HaystackID LLC	REVIEWRIGHT MATCH	88574508 / August 11, 2019
HaystackID LLC	REVIEWRIGHT MATCH and Design 	88574479 / August 11, 2019
HaystackID LLC	REVIEWRIGHT TRANSLATE and Design 	88574482 / August 11, 2019
HaystackID LLC	REVIEWRIGHT TRANSLATE	88574510 / August 11, 2019
HaystackID LLC	REVIEWRIGHT VIRTUAL	88574512 / August 11, 2019
HaystackID LLC	REVIEWRIGHT VIRTUAL and Design 	88574498 / August 11, 2019