

10-12-1999

FORM PTO-1594 RI
(Rev. 6-93)



ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

101167954

original documents or copy thereof.

1. Name of conveying party(ies)

KOFAX IMAGE PRODUCTS, INC

99 OCT -4 AM 11:44

- Individual(s)
- General Partnership
- Corporation-State **Delaware Corporation**
- Association
- Limited Partnership
- Other
- Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)

Name: **DRESDNER BANK AG, NEW YORK and GRAND CAYMAN BRANCHES**

Internal Address: **Attn: A. Coleman**

Street Address: **75 Wall Street, 24th Floor**

City: **NY** State: **NY** Zip: **10005**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other - **New York Branch Office**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

MPD 10-4-99

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: September 10, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/777,177

B. Trademark Registration No.(s) 2,029,097; 2,057,748; 2,134,320; 1,824,922; 2,136,287; 2,024,272; 1,909,530

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **DAVID RUBIN, ESQ.**
Internal Address: **JONES, DAY, REAVIS, & POGUE**
Street Address: **599 Lexington Avenue**
City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved

8

7. Total fee (37 CFR 3.41)

\$ 215.00

- Enclosed
- Authorized to be charged to deposit account # **10-1202**
- Charge any deficiency, or credit any overpayment, to deposit account # **10-1202**

8. Deposit account number: **10-1202**

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DAVID RUBIN (Reg. No. 40,314)

Name of Person Signing

Signature

OCTOBER 1, 1999

Date

Total number of pages including cover sheet, attachments, and document:

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EXECUTION COPY

GUARANTEE AND COLLATERAL AGREEMENT

made by

IMAGING COMPONENTS CORPORATION,

IMAGING ACQUISITION CORPORATION
(to be merged with and into Kofax Image Products, Inc.),

and certain of its Subsidiaries

in favor of

DRESDNER BANK AG,
NEW YORK AND GRAND CAYMAN BRANCHES,
as Collateral Agent
and as Administrative Agent

Dated as of September 10, 1999

 Dresdner Kleinwort Benson

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINED TERMS	2
1.1 Definitions	2
1.2 Other Definitional Provisions	8
SECTION 2. GUARANTEE	8
2.1 Guarantee	8
2.2 Right of Contribution	9
2.3 No Subrogation	9
2.4 Amendments, etc. with respect to the Borrower Obligations	10
2.5 Guarantee Absolute and Unconditional	10
2.6 Reinstatement	11
2.7 Payments	11
SECTION 3. GRANT OF SECURITY INTEREST	11
SECTION 4. REPRESENTATIONS AND WARRANTIES	12
4.1 Title; No Other Liens	13
4.2 Perfected First Priority Liens	13
4.3 Chief Executive Office	13
4.4 Inventory and Equipment	13
4.5 Farm Products	13
4.6 Investment Property	13
4.7 Receivables	14
4.8 Contracts	14
4.9 Intellectual Property	15
SECTION 5. COVENANTS	15
5.1 Delivery of Instruments, Certificated Securities and Chattel Paper	15
5.2 Maintenance of Insurance	15
5.3 Pledge of Stock of Surviving Corporation	16
5.4 Maintenance of Perfected Security Interest; Further Documentation	16
5.5 Changes in Locations, Name, etc.	17
5.6 Notices	17
5.7 Investment Property	17
5.8 Receivables	18
5.9 Contracts	19
5.10 Intellectual Property	19
5.12 Conduct of Business	21

SECTION 6. REMEDIAL PROVISIONS	22
6.1 Certain Matters Relating to Receivables	22
6.2 Communications with Obligors; Grantors Remain Liable	22
6.3 Pledged Stock; Cash Collateral	23
6.4 Proceeds to be Turned Over To Collateral Agent	24
6.5 Application of Proceeds	24
6.6 Code and Other Remedies	25
6.7 Registration Rights	26
6.8 Waiver; Deficiency	27
SECTION 7. THE COLLATERAL AGENT	27
7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc	27
7.2 Duty of Administrative Agent	29
7.3 Execution of Financing Statements	29
7.4 Authority of Administrative Agent	29
SECTION 8. MISCELLANEOUS	29
8.1 Amendments in Writing	29
8.2 Notices	30
8.3 No Waiver by Course of Conduct; Cumulative Remedies	30
8.4 Enforcement Expenses; Indemnification	30
8.5 Successors and Assigns	31
8.6 Set-Off	31
8.7 Counterparts	31
8.8 Severability	31
8.9 Section Headings	31
8.10 Integration	32
8.11 GOVERNING LAW	32
8.12 SUBMISSION TO JURISDICTION; WAIVERS	32
8.13 Acknowledgements	33
8.14 Additional Grantors; Additional Guarantors	33
8.15 Releases	33
8.16 WAIVER OF JURY TRIAL	34
8.17 Subordination to Bridge Loans	34

EXHIBITS

Exhibit A Form of Securities Account Control Agreement

SCHEDULES

Schedule 1 Notice Addresses
Schedule 2 Investment Property
Schedule 3 Jurisdictions of Organization and Chief Executive Offices
Schedule 4 Inventory and Equipment Locations
Schedule 4A Receivables
Schedule 5 Intellectual Property
Schedule 6 Contracts

ANNEXES

Annex 1 Form of Assumption Agreement

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of September 10, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of DRESDNER BANK AG, NEW YORK AND GRAND CAYMAN BRANCHES ("Dresdner"), as Collateral Agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of September 10, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Imaging Acquisition Corporation, a Delaware corporation (to be merged with and into Kofax Image Products, Inc.) ("AcquisitionCo"), Imaging Components Corporation, a Delaware corporation ("Holdings," or, to the extent provided in the Credit Agreement, the "Borrower"), the Lenders, and Dresdner, as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, 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, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent and the Administrative Agent for the ratable benefit of the Lenders; and

WHEREAS, upon consummation of the Merger on the Merger Date (as each term is defined in the Credit Agreement), the Surviving Corporation (as defined in the Credit Agreement) shall by novation and assumption be the Borrower under the Credit Agreement, this Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrower thereunder, each Grantor hereby agrees

with the Collateral Agent and the Administrative Agent, each for the ratable benefit of the Lenders, as follows:

SECTION 1 DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement" means this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Approved Dealer" means, (a) in the case of any Pledged Investment that is not a U.S. Government Security, a bank or a broker-dealer registered under the Securities Exchange Act of 1934, as amended, of nationally recognized standing or an Affiliate thereof, and (b) in the case of a U.S. Government Security, any primary dealer in U.S. Government Securities.

"Approved Exchange" means, with respect to any Security (other than a debt Security for which the dominant market is the over-the-counter market) any major securities exchange (including the New York Stock Exchange, the London Stock Exchange and the Neuer Market), NASDAQ or any other exchange or quotation system providing regularly published securities prices with respect to such Security, that is acceptable (in respect of such Security) to the Collateral Agent in its reasonable determination.

"Borrower Obligations" means the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent, the Collateral Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent, the Collateral Agent or to the

Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Cash Collateral" means all cash, Cash Equivalents and Pledged Securities (excluding Pledged Stock and capital stock of Kofax for so long as such stock is quoted on NASDAQ) transferred to or held in the Securities Account.

"Cash Equivalents" has the definition specified in the Credit Agreement.

"Collateral" has the definition specified in Section 3.

"Collateral Account" means any collateral account established by the Collateral Agent as provided in Section 6.1 or 6.4.

"Contracts" means the contracts and agreements listed in Schedule 6, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing will not be deemed to obligate such Grantor to obtain such consents); provided that the foregoing limitation will not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Copyrights" means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those U.S. Copyright registrations listed in Schedule 5), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses" means any written or oral agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 5), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, other than

any agreement that prohibits such Grantor from granting a security interest in its rights thereunder as set forth in Schedule 5.

"Deposit Account" has the meaning assigned to such term in the Uniform Commercial Code of any applicable jurisdiction and, in any event, includes, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Determination Date" means with respect to the Cash Collateral, the last Business Day of each week.

"Dollars" and "\$" each means in lawful currency of the United States of America.

"Entitlement Holder" has the meaning assigned to such term in Section 8-102(a)(7) of the UCC.

"Foreign Subsidiary" means any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock" means the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles" means all "general intangibles" as such term is defined in Section 9-106 of the New York UCC and, in any event, includes, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing will not be deemed to obligate such Grantor to obtain such consents); provided that the foregoing limitation will not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations" means with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent, the Collateral Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors" means the collective reference to each Grantor other than the Borrower; provided that Holdings will be a Guarantor hereunder from and after the consummation of the Merger on the Merger Date.

"Holdings" has the definition specified in the preamble hereto.

"Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof (including any past infringement or impairment), including the right to receive all proceeds and damages therefrom.

"Intercompany Note" means any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property" means the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock and capital stock of Kofax which in either case is excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, the Securities Account, all Pledged Securities, all Pledged Investments, all Pledged Notes and all Pledged Stock.

"Issuers" means the collective reference to each issuer of any Investment Property.

"Lender Hedge Agreements" means all interest rate swaps, caps or collar agreements or similar arrangements entered into by the Borrower with any Lender (or any Affiliate of any Lender) providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Market Value" means with respect to the Cash Collateral at any date, the product of (x) the Market Value Price for each unit of such Cash Collateral on such date (and, with respect to any Securities which have an amortizing principal amount, the then-current

factor related thereto, if applicable) times (y) the number of units of such Cash Collateral held by the applicable Grantor.

"Market Value Price" means, with respect to the Cash Collateral as of any date, (a) the average of the bid prices for each unit of such Cash Collateral as of the most recent Determination Date quoted by two Approved Dealers or (b) the price for each unit of such Cash Collateral as of the most recent Determination Date quoted by an Approved Pricing Service or (c) the closing price as of the most recent Determination Date for each unit of such Cash Collateral on an Approved Exchange or, if such Approved Exchange is NASDAQ, the closing bid price (or, if such Approved Exchange is closed for business on such Determination Date, then the most recent available closing price or closing bid price, as the case may be).

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 5, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 5, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License" means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 5, other than such agreement that prohibits such Grantor from granting a security interest in its rights thereunder as set forth in Schedule 5.

"Pledged Investments" means, collectively, all Cash Collateral transferred to or held in a Securities Account and all Pledged Securities.

"Pledged Notes" means all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities" means all Securities now owned or hereafter acquired by any Grantor that are transferred to or held in a Securities Account or otherwise pledged under this Agreement, excluding any capital stock of Kofax for so long as such stock is quoted on NASDAQ.

"Pledged Stock" means the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock (measured by voting power) of any Foreign Subsidiary that is not owned by a Foreign Subsidiary be required to be pledged hereunder; and provided, further, that the capital stock of Kofax will not be pledged hereunder for so long as such stock is quoted on NASDAQ.

"Proceeds" means all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable" means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities" means common and preferred stock, partnership units and participations, member interests in limited liability companies, notes, bonds, debentures, trust receipts and other obligations, instruments or evidences of indebtedness, including debt instruments of public and private issuers and tax-exempt securities (including warrants, rights, put and call options and other options relating thereto, representing rights, or any combination thereof), guarantees of indebtedness, choses in action, other property or interests commonly regarded as securities or any form of interest or participation therein, but not including Pledged Stock or Pledged Notes.

"Securities Account" means account number 29J-07153 in the name "Kofax Image Products, Inc." (including sub-accounts) established by Merrill Lynch, Pierce, Fenner & Smith Incorporated and any successor account to such account.

"Securities Account Control Agreement" means the Securities Account Control Agreement, dated as of the date hereof, among Kofax, the Collateral Agent and the Securities Intermediary, as the same may be amended, supplemented or otherwise modified from time to time.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" means Merrill Lynch, Pierce, Fenner & Smith Incorporated as "Securities Intermediary" (as such term is defined in § 8-102(14) of the New York UCC).

"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, 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, including, without limitation, any of the registrations and applications for registration referred to in Schedule 5, and (ii) the right to obtain all renewals thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 5, other than any such agreement that prohibits such Grantor from granting a security interest in its rights thereunder as set forth in Schedule 5.

"U.S. Government Securities" means securities that are direct obligations of, and obligations the timely payment of principal and interest on which is fully guaranteed by, the United States of America, or an agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America and consisting of conventional bills, bonds and notes.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein are equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents will in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 will remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 are satisfied by payment in full and the Commitments are terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent, the Collateral Agent, or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations will be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which will, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor will be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution will be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 will in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent, the Collateral Agent and the Lenders, and each Subsidiary Guarantor will remain liable to the Administrative Agent, the Collateral Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent, the Collateral Agent or any Lender, no Guarantor will be entitled to be subrogated to any of the rights of the Administrative Agent, the Collateral Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent, the Collateral Agent or any Lender for the payment of the Borrower Obligations, nor will any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full and the Commitments are terminated. If any amount is paid to any Guarantor on account of such subrogation rights at any time when all of

the Borrower Obligations have not been paid in full, such amount will be held by such Guarantor in trust for the Administrative Agent, the Collateral Agent and the Lenders, segregated from other funds of such Guarantor, and will, forthwith upon receipt by such Guarantor, be turned over to the Collateral Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Collateral Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Collateral Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor will remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent, the Collateral Agent or any Lender may be rescinded by the Administrative Agent, the Collateral Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent, the Collateral Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent, the Collateral Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. None of the Collateral Agent, the Administrative Agent or any Lender will have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or the Guarantor Obligations or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Collateral Agent, the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, will conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Collateral Agent, the Administrative Agent and the Lenders, on the other hand, likewise will be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 will be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Collateral Agent, the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or

performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Collateral Agent, the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Collateral Agent, the Administrative Agent or any Lender may, but will be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Collateral Agent, the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, will not relieve any Guarantor of any obligation or liability hereunder, and will not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Collateral Agent, the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" includes the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 will continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent, the Collateral Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent located at 75 Wall Street, 24th Floor, New York, NY 10005.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Cash Collateral;
- (c) all Chattel Paper;
- (d) all Contracts;
- (e) all Deposit Accounts;
- (f) all Documents;
- (g) all Equipment;
- (h) all General Intangibles;
- (i) all Instruments;
- (j) all Intellectual Property;
- (k) all Inventory;
- (l) all Investment Property;
- (m) all other property not otherwise described above;
- (n) all books and records pertaining to the Collateral; and
- (o) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent, the Collateral Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Collateral Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any

public office, except such as have been filed in favor of the Collateral Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) constitute valid perfected security interests in all of the Collateral in favor of the Collateral Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law or otherwise.

4.3 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 3.

4.4 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 4.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 66% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and the Senior Subordinated Notes Documents.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent.

(b) Except as set forth in Schedule 4A, none of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.8 Contracts. (a) Except as set forth in Schedule 4.8, no consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement.

(b) Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature.

(d) Neither such Grantor nor (to the best of such Grantor's knowledge) any of the other parties to the Contracts is in material default in the performance or observance of any of the material terms thereof.

(e) The right, title and interest of such Grantor in, to and under the Contracts are not subject to any material defenses, offsets, counterclaims or claims by the other parties thereto.

(f) Such Grantor has delivered to the Collateral Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(g) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(h) Except as set forth in Schedule 4.8, none of the parties to any Contract is a Governmental Authority.

4.9 Intellectual Property. (a) Schedule 5 lists all patents, registrations and applications for registration of Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) Except as set forth in Schedule 5, on the date hereof, to the knowledge of the Grantors, all material Intellectual Property is subsisting and unexpired, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 5, on the date hereof, none of the Intellectual Property owned by the Grantor is the subject of any written licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) To the Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would reasonably be expected to limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) To the Grantor's knowledge, no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a Material Adverse Effect on the value of any Intellectual Property.

4.10 Cash Collateral. All Cash Collateral of Kofax and the Surviving Corporation is held in the Securities Accounts.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent, the Collateral Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, will be immediately delivered to the Collateral Agent, duly indorsed in a manner satisfactory to the Collateral Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Collateral Agent and (ii) insuring such Grantor, the Collateral Agent, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Collateral Agent and the Lenders.

(b) All such insurance will (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt

by the Collateral Agent of written notice thereof, (ii) name the Collateral Agent as insured party or loss payee, (iii) if reasonably requested by the Collateral Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Collateral Agent.

(c) The Borrower will deliver to the Collateral Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Collateral Agent may from time to time reasonably request.

5.3 Pledge of Stock of Surviving Corporation. Immediately following the date that the common stock of Kofax is no longer quoted on NASDAQ, Holdings will take all actions requested by the Collateral Agent to cause 100% of the Capital Stock of the Surviving Corporation to be subject to a perfected security interest in favor of the Collateral Agent and to constitute Pledged Stock for all purposes hereof, including without limitation, by (a) causing all stock certificates evidencing such shares to be delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent, to be held as Collateral pursuant to this Agreement and (b) entering into an amendment to Schedule 2 for the purpose of adding such shares to the description of the Pledged Stock on such Schedule.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor will maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and will defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Collateral Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Collateral Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Collateral Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto (including, without limitation, the execution and delivery of the Securities Account Control Agreement on or prior to the Closing Date.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of (a) all additional executed financing statements and other documents reasonably requested by the

Collateral Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 4;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Collateral Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Collateral Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Collateral Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares included in the Pledged Investments, or otherwise in respect thereof, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, such Grantor will accept the same as the agent of the Collateral Agent and the Lenders, hold the same in trust for the Collateral Agent and the Lenders and deliver the same forthwith to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Collateral Agent so requests, signature guaranteed, to be held by the Collateral Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer will be paid over to the Collateral Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed will, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, be delivered to

the Collateral Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor will, until such money or property is paid or delivered to the Collateral Agent pursuant hereto or pursuant to the terms of the Securities Account Control Agreement, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Collateral Agent or except as otherwise provided herein or under the Securities Account Control Agreement or as otherwise contemplated by the Merger Agreement, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to or direct the investment of, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by this Agreement, the Credit Agreement or the Merger Agreement) or, with respect to the Securities Account and the Investments Property contained therein, at any time after the Merger Date so long as no Event of Default shall have occurred and be continuing, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or the Senior Subordinated Notes Documents or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof except as otherwise contemplated by the Senior Subordinated Notes Documents.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 will apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Collateral Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Contracts. (a) Such Grantor will perform and comply in all material respects with all its obligations under the Contracts.

(b) Such Grantor will not amend, modify, terminate or waive any provision of any Contract in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral.

(c) Such Grantor will exercise promptly and diligently each and every material right which it may have under each Contract (other than any right of termination).

(d) Such Grantor will deliver to the Collateral Agent a copy of each material demand, notice or document received by it relating in any way to any Contract that questions the validity or enforceability of such Contract.

5.10 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain substantially as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark would reasonably be expected to become invalidated or impaired in any material way. Notwithstanding the foregoing, it is understood and agreed that nothing shall prohibit a Grantor from abandoning or failing to maintain, renew or prosecute any non-material Trademark that such Grantor determines in its reasonable business judgment to no longer be necessary or desirable in the operation of its business.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent could reasonably be expected to become forfeited, abandoned or dedicated to the public. Notwithstanding the foregoing, it is understood and agreed that nothing shall prohibit a Grantor from abandoning or failing to maintain, renew or prosecute any non-material Patent that such Grantor determines in its reasonable business judgment to no longer be necessary or desirable in the operation of its business.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights could reasonably be expected to become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights could reasonably be expected to fall into the public domain. Notwithstanding the foregoing, it is understood and agreed that nothing shall prohibit a Grantor from abandoning or failing to maintain, renew or

prosecute any non-material Copyright that such Grantor determines in its reasonable business judgment to no longer be necessary or desirable in the operation of its business.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Collateral Agent and the Lenders immediately if it knows, or reasonably should know, that any application or registration relating to any material Intellectual Property is likely to become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor will report such filing to the Collateral Agent within ten Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Collateral Agent, such Grantor will execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Except with respect to any non-material Patent, Trademark or Copyright that such Grantor determines in its reasonable business judgment to no longer be necessary or desirable in the operation of its business, such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to (i) seek to register all material Copyrights and Trademarks and (ii) to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property owned by a Grantor is infringed, misappropriated or diluted by a third party, such Grantor will (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Collateral Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.11 Cash Collateral. (a) Kofax and the Surviving Corporation will maintain all Cash Collateral in the Securities Account.

(b) Valuation Statement. Upon the written request of the Collateral Agent, the Borrower will provide to the Collateral Agent a valuation statement on each Determination Date occurring on or before the Merger Date, setting forth the Market Value of each item of Cash Collateral as of such Determination Date.

5.12 Conduct of Business. Following the Merger Date, Holdings will not (a) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of Kofax, AcquisitionCo and/or the Surviving Corporation, (b) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (i) nonconsensual obligations imposed by operation of law, (ii) pursuant to or otherwise permitted by the Loan Documents and the Senior Subordinated Note Documents to which it is a party and (iii) obligations with respect to its Capital Stock, or (c) own, lease, manage or otherwise operate any properties or assets (including cash (other than cash received in connection with (x) dividends made by the Borrower in accordance with the Credit Agreement) pending application in the manner contemplated by the Credit Agreement and Cash Equivalents or (y) any Capital Stock or Indebtedness issued or incurred in accordance with the Credit Agreement) other than the ownership of shares of Capital Stock of Kofax, AcquisitionCo and/or the Surviving Corporation and Intercompany Notes; or

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Collateral Agent will have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor will furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications. At any time and from time to time, upon the Collateral Agent's request and at the expense of the relevant Grantor, such Grantor will cause independent public accountants or others satisfactory to the Collateral Agent to furnish to the Collateral Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables provided that the number of such inspections will be limited to four times per year (unless a Default or Event of Default shall have occurred and be continuing, in which case as often as may reasonably be desired).

(b) The Collateral Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Collateral Agent's direction and control, and the Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) will be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Lenders only as

provided in Section 6.5, and (ii) until so turned over, will be held by such Grantor in trust for the Collateral Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables will be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Collateral Agent's written request, which request will not be made more frequently than monthly so long as an Event of Default shall not have occurred and be continuing, each Grantor will deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Collateral Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Receivables or Contracts; provided that unless an Event of Default shall have occurred and be continuing, the Collateral Agent will notify the Borrower in writing prior to exercising its rights under this Section 6.2(a).

(b) Upon the written request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor will notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Collateral Agent for the ratable benefit of the Lenders and that payments in respect thereof will be made directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor will remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any Lender will have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any Lender of any payment relating thereto, nor will the Collateral Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock; Cash Collateral. (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor will be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes and, after the Merger Date (unless subject to a perfected security interest in favor of the Collateral Agent), to receive all payments made with respect to the Cash Collateral, in each case paid in the normal course of

business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement or the Securities Account Control Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote will be cast or corporate right exercised or other action taken which, in the Collateral Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give written notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Collateral Agent will have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Collateral Agent may determine, and (ii) any or all of the Investment Property will be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may determine), all without liability except to account for property actually received by it, but the Collateral Agent will have no duty to any Grantor to exercise any such right, privilege or option and will not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder or the Securities Intermediary under the Securities Account Control Agreement, as the case may be, to (i) comply with any instruction received by it from the Collateral Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer will be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Collateral Agent. Upon the occurrence of an Event of Default, the Collateral Agent will deliver a "notice of Sole Control" to the Securities Intermediary pursuant to the Securities Account Control Agreement.

6.4 Proceeds to be Turned Over To Collateral Agent. In addition to the rights of the Collateral Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items will be held by such Grantor in trust for the Collateral Agent and the Lenders, segregated from other funds of such Grantor, and will, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form

received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder will be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Collateral Agent and the Lenders) will continue to be held as collateral security for all the Obligations and will not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Collateral Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Collateral Agent's election, the Collateral Agent may apply all or any part of Proceeds held in any Collateral Account or in the Securities Account in payment of the Obligations in such order as the Collateral Agent may elect, and any part of such funds which the Collateral Agent elects not so to apply and deems not required as collateral security for the Obligations will be paid over from time to time by the Collateral Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full and the Commitments shall have terminated will be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Collateral Agent or any Lender will have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent will apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in

whole or in part of the Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice will be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Collateral Agent shall determine to exercise its right to sell any or all of the Investment Property pursuant to Section 6.6, and if in the opinion of the Collateral Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Collateral Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Collateral Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Investment Property by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale will be deemed to have been made in a commercially reasonable manner. The Collateral Agent will be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other

applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Collateral Agent and the Lenders, that the Collateral Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 will be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor will remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Collateral Agent or any Lender to collect such deficiency.

SECTION 7. THE COLLATERAL AGENT

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's, the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys may lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. None of the Collateral Agent, the Administrative Agent, any Lender or any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent, the Administrative Agent and the Lenders hereunder are solely to protect the Collateral Agent's, the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Collateral Agent, the Administrative Agent or any Lender to exercise any such powers. The Collateral Agent, the Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Collateral Agent determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement will, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent will be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor will be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent, the Collateral Agent or any Grantor hereunder will be effected in the manner provided for in Section 9.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. None of the Collateral Agent, the Administrative Agent or any Lender will by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, the Administrative Agent or any Lender, any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent, the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Collateral Agent, the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender, the Collateral Agent and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Collateral Agent and the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Collateral Agent, the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Collateral Agent, the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 9.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 will survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement will be binding upon the successors and assigns of each Grantor and will inure to the benefit of the Collateral Agent, the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent and the Collateral Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Collateral Agent, the Administrative Agent and each Lender at any time and from time to time while an Event of Default pursuant to subsection 7(a) of the Credit Agreement shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Collateral Agent, the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Collateral Agent, the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Collateral Agent, the Administrative Agent or such Lender hereunder and claims of every nature and description of the Collateral Agent, the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Collateral Agent, the Administrative Agent or such Lender may elect, whether or not the Collateral Agent, the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Collateral Agent, the Administrative Agent and each Lender will notify such Grantor promptly of any such set-off and the application made by the Collateral Agent, the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice will not affect the validity of such set-off and application. The rights of the Collateral Agent, the Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Collateral Agent, the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together will be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Collateral Agent, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Collateral Agent, the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 SUBMISSION TO JURISDICTION; WAIVERS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;

(b) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH GRANTOR AT ITS ADDRESS REFERRED TO IN SECTION 8.2 OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO;

(d) AGREES THAT NOTHING HEREIN WILL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED

BY LAW OR WILL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION; AND

(e) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) none of the Collateral Agent, the Administrative Agent or any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors; Additional Guarantors. (a) Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 5.10 of the Credit Agreement will become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto ("Assumption Argument"); provided that in no event will the Surviving Corporation be a Guarantor.

(b) On the Merger Date, Holdings will become a Guarantor for all purposes of this Agreement without the necessity of execution and delivery by Holdings of an Assumption Agreement.

8.15 Releases. (a) At such time as the Loans and the other Obligations (other than contingent indemnification obligations) are paid in full and the Commitments are terminated, the Collateral will be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent, the Administrative Agent and each Grantor hereunder will terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral will revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent will deliver to such Grantor any Collateral held by the Collateral Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor may reasonably request to evidence such termination.

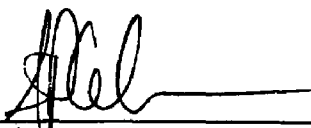
(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Collateral Agent, at the request and sole expense of such Grantor, will execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor will be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.


8.17 Subordination to Bridge Loans. Irrespective of anything contained in this Agreement or any other document, so long as the Bridge Commitments or any Bridge Loans remain outstanding, each Revolving Lender and each Term Lender agrees that the lien and security interest of the Collateral Agent, for the benefit of such Lenders, granted under this Agreement in respect of the Cash Collateral is expressly made subordinate and junior in priority and right of enforcement to the lien and security interests now existing and arising in the future in the Cash Collateral securing the Bridge Loans.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

IMAGING COMPONENTS CORPORATION

By: 
Name: Alexander P. Coleman
Title: Vice President

IMAGING ACQUISITION CORPORATION

By: 
Name: Alexander P. Coleman
Title: Vice President

KOFAX IMAGE PRODUCTS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

IMAGING COMPONENTS CORPORATION

By: _____

Name:

Title:

IMAGING ACQUISITION CORPORATION

By: _____

Name:

Title:

KOFAX IMAGE PRODUCTS, INC.

By: *Ronald J. Fiket*

Name: *Ronald J. Fiket*

Title: *Vice President & CFO*

Accepted and Agreed to:

**DRESDNER BANK AG, NEW YORK AND
GRAND CAYMAN BRANCHES, as Collateral
Agent and as Administrative Agent**

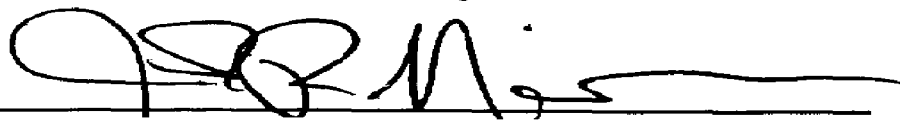
By: 
Name: **CHRISTOPHER E. SARISKY**
Title: **Assistant Vice President**

By: 
Name: **John R. Morrison**
Title: **Vice President**

Accepted and Agreed to solely with respect to
Section 8.17:

**DRESDNER BANK AG, NEW YORK AND
GRAND CAYMAN BRANCHES, as Lender**

By: 
Name: **CHRISTOPHER E. SARISKY**
Title: **Assistant Vice President**

By: 
Name: **John R. Morrison**
Title: **Vice President**

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
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Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
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Securities Account:**Cash Collateral:**

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Grantor

Location

LOCATION OF INVENTORY AND EQUIPMENT

Schedule 4

Grantor

Location

PATENTS AND PATENT LICENSES

TRADEMARKS AND TRADEMARK LICENSES

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of September 10, 1999 (the "Agreement"), made by the Grantors parties thereto for the benefit of Dresdner Bank AG, New York and Grand Cayman Branches, as Administrative Agent and as Collateral Agent. The undersigned agrees for the benefit of the Administrative Agent, the Collateral Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) of the Agreement.
3. The terms of Sections 6.3(c) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 of the Agreement.

[NAME OF ISSUER]

By: _____

Name:

Title:

Address for Notices:

Fax:

ASSUMPTION AGREEMENT, dated as of _____, 1999, made by _____, a _____ corporation (the "Additional Grantor"), in favor of DRESDNER BANK AG, NEW YORK AND GRAND CAYMAN BRANCHES, as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement defined below.

W I T N E S S E T H :

WHEREAS, Imaging Components Corporation, a Delaware corporation, Imaging Acquisition Corporation, a Delaware corporation, the Lenders, the Syndication Agent, the Arranger, the Collateral Agent and the Administrative Agent have entered into a Credit Agreement, dated as of September 10, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of September 10, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date

hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

SCHEDULE 5

Intellectual Property

1. Copyrights

The following is a list of all of Kofax's copyrights (including copyrights on software) which are registered with the United States Copyright Office:

- Ascent Capture version 1.0
- KF-920 version 1.0
- KF-4100 version 1.0
- KIPP Advanced Developers Toolkit version 1.4
- KIPP Advanced Imaging Extensions version 1.4
- KIPP Developers Toolkit version 1.0
- KIPP Developers Toolkit version 2.0
- KIPP ImageControls version 1.0
- Ascent ViewManager version 1.0
- NetScan 1.0

The following license agreements may be deemed to grant rights in either registered or unregistered copyrights for source code owned by the other party to the agreement:

- Software License Agreement between Kofax Image Products Inc. and RAF Technology, Inc., dated July 22, 1999.
- Software License Agreement between Kofax Image Products and Pixel Translations, Inc., dated June 1, 1993.
- Software License Agreement between Softbridge Inc. and Kofax Image Products, dated October 1, 1993.
- License Contract between Midcontinental Business Systems and Kofax Image Products, dated July 1, 1996.
- Caere Corporation License Agreement between Caere Corp. and Kofax Image Products, dated September 10, 1999.

The following agreements may be deemed to grant rights in either registered or unregistered copyrights for source code owned by Kofax:

- Customer Development and OEM License Agreement between Bell & Howell, Imaging Components, and Kofax Image Products, **[still being negotiated]**.
- OEM Purchase Agreement between Fujitsu Computer Products of America, Inc., and Kofax Image Products, dated January 27, 1999.
- Customer Shrinkwrap Agreements Accompanying Products.

2. Patents

- (a) The following is a list of all of Kofax's patents which are registered with the United States Patent and Trademark Office: None.
- (b) The following is a list of all of Kofax's patents which are pending with the United States Patent and Trademark Office:

Virtual Rescanning: A Method for Interactive
Document Image Quality Enhancement

The following license agreements may be deemed to grant rights in patents for source code owned by the other party to the agreement:

- Caere Corporation License Agreement between Caere Corp. and Kofax Image Products, dated September 10, 1999.

The following agreements may be deemed to grant rights in patents for source code owned by Kofax:

- Customer Development and OEM License Agreement between Bell & Howell, Imaging Components, and Kofax Image Products, **[still being negotiated]**.
- OEM Purchase Agreement between Fujitsu Computer Products of America, Inc., and Kofax Image Products, dated January 27, 1999.

3. Trademarks

The following is a list of all of Kofax's registered trademarks:

Ascent (Reg. No. 2029097)	Adrenaline (Reg. No. 2136287)
KIPP (Reg. No. 1824922)	Ascent Capture (Reg. No. 2024272)
StorageControls (Reg. No. 2134320)	ImageControls (Reg. No. 1909530)
NetScan (Reg. No. 2057748)	

Kofax had originally registered the mark "KOFAX" under registration No. 1620989, which has expired. Kofax filed a new trademark application for the mark "KOFAX" with the United States Patent and Trademark Office.

The mark "KIPP", Registration No. 1,824,922, granted on March 8, 1994 from Kofax's predecessor Kofax Image Products ("Old-Kofax") to Kofax has not been registered with the United States Patent and Trademark Office. Morland C. Fischer filed the executed assignment between Old-Kofax and Kofax with the United States Patent and Trademark Office.

The following license agreements may be deemed to grant rights in either registered or unregistered trademarks owned by the other party to the agreement:

- Caere Corporation License Agreement between Caere Corp. and Kofax Image Products, dated September 10, 1999.

The following agreements may be deemed to grant rights in either registered or unregistered trademarks owned by Kofax:

- Customer Development and OEM License Agreement between Bell & Howell, Imaging Components, and Kofax Image Products, **[still being negotiated]**.
- OEM Purchase Agreement between Fujitsu Computer Products of America, Inc., and Kofax Image Products, dated January 27, 1999.

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RECORDED: 10/04/1999

**TRADEMARK
REEL: 001972 FRAME: 0963**