

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Neat Company, Inc.		02/17/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78453997	EXPENSESENSE
Serial Number:	78236843	DIGITAL BUSINESS PROCESSES
Serial Number:	78236616	NEAT RECEIPTS
Serial Number:	77588485	ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE
Serial Number:	77588435	NEATSCAN
Serial Number:	77588423	NEATWORKS
Serial Number:	77588409	NEATDESK
Serial Number:	77588401	NEAT
Serial Number:	77588498	GET READY FOR A PAPER-FREE LIFE
Serial Number:	77588456	NEATCONNECT

CORRESPONDENCE DATA

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 703-415-1555

CH \$265.00 78453997

Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	9020805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	03/12/2009

Total Attachments: 8  
source=Neat#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 17, 2009 by and between SILICON VALLEY BANK ("Bank") and THE NEAT COMPANY, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3401 Market St., Suite 100  
Philadelphia, PA 19104  
Attn: Brian M. Doran, CFO

THE NEAT COMPANY, INC.

By: [Signature]  
Title: CEO

BANK:

Address of Bank:

One Newton Executive Park, Suite 200  
2221 Washington Street  
Newton, Massachusetts 02462

SILICON VALLEY BANK

By: [Signature]  
Title: Vice President

Attn: Ms. Kate Leland

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR CAPTURE, STORAGE AND PROCESSING OF RECEIPTS AND RELATED DATA	2502811 (Canada)	10/21/2003
SYSTEM AND METHOD FOR CAPTURE, STORAGE AND PROCESSING OF RECEIPTS AND RELATED DATA	200380103061.0 (China P.R.)	10/21/2003
SYSTEM AND METHOD FOR CAPTURE, STORAGE AND PROCESSING OF RECEIPTS AND RELATED DATA	06105864.6 (Hong Kong)	10/21/2003
SYSTEM AND METHOD FOR CAPTURE, STORAGE, AND PROCESSING OF RECEIPTS AND RELATED DATA	2005-508298 (Japan)	10/21/2003
SYSTEM AND METHOD FOR CAPTURE, STORAGE AND PROCESSING OF RECEIPTS AND RELATED DATA	10/690309	10/21/2003
SHEET SCANNER	29/284695	9/13/2007
SHEET SCANNER	29/299481	12/27/2007
MULTI SLOT SHEET FEEDER	29/299483	12/27/2007
METHOD AND APPARATUS FOR CROPPING DOCUMENTS	61/022669	1/22/2008
METHOD AND APPARATUS CROPPING IMAGES	61/022710	1/22/2008
MODIFYING THE HISTOGRAM OF IMAGE	61/025922	2/4/2008
SCANNER HAVING A SLOT ASSEMBLY FOR MULTIPLE SIZED SHEETS	12/044332	3/7/2008
SCANNER HAVING A SLOT ASSEMBLY FOR MULTIPLE-SIZED SHEETS	PCT/US2008/056182 (Patent Cooperation Treaty)	3/7/2008
SHEET SCANNER	DI 6802419-3 (Brazil)	6/27/2008
SHEET SCANNER	200830139579.5 (China P.R.)	6/27/2008
SHEET SCANNER	000959457-0001 (European Community Design)	6/27/2008
SHEET SCANNER	216918 (India)	6/27/2008
SHEET SCANNER	2008-16695 (Japan)	6/27/2008
SHEET SCANNER	2008502258 (Russian Federation)	6/27/2008
SHEET SCANNER	097303757 (Taiwan)	6/27/2008
MULTI-SLOT SHEET FEEDER	DI 6802559-9 (Brazil)	6/27/2008
MULTI-SLOT SHEET FEEDER	200830139580.8 (China P.R.)	6/27/2008
MULTI-SLOT SHEET FEEDER	000959457-0003 (European Community Design)	6/27/2008
MULTI-SLOT SHEET FEEDER	216917 (India)	6/27/2008

**TRADEMARK**

**REEL: 003951 FRAME: 0298**

MULTI-SLOT SHEET FEEDER	2008-16694 (Japan)	6/27/2008
MULTI-SLOT SHEET FEEDER	2008502257 (Russian Federation)	6/27/2008
MULTI-SLOT SHEET FEEDER	097303758 (Taiwan)	6/27/2008
SHEET SCANNER	29/321059	7/10/2008
METHOD AND APPARATUS FOR BINARIZATION THRESHOLD CALCULATION	12/205739	9/5/2008
METHOD AND APPARATUS FOR CALCULATING BACKGROUND COLOR OF AN IMAGE	12/205767	9/5/2008
METHOD AND APPARATUS FOR DESPECKLING AN IMAGE	12/205733	9/5/2008
SHEET SCANNER	29/324721	9/18/2008
AUTOMATIC DOCUMENT CLASSIFICATION USING LEXICAL AND PHYSICAL FEATURES	12/205613	9/5/2008
METHOD AND APPARATUS FOR MODIFYING THE HISTOGRAM OF AN IMAGE	12/205763	9/5/2008
METHOD AND SYSTEM FOR TRANSFERRING DATA FROM A SCANNED DOCUMENT INTO A SPREADSHEET	12/265295	11/5/2008
SHEET SCANNER	216916 (India)	6/27/2008
SHEET SCANNER	000959457-0002 (European Community Design)	6/27/2008
AUTOMATIC DOCUMENT FEEDING	12/343171	12/23/2008
APPARATUS FOR AUTOMATIC DOCUMENT FEEDING	PCT/US2008/088183 (Patent Cooperation Treaty)	12/23/2008
METHOD AND APPARATUS FOR CROPPING IMAGES	PCT/US2009/031687 (Patent Cooperation Treaty)	1/22/2009



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EXPENSESENSE	78453997	21-Jul-04
DIGITAL BUSINESS PROCESSES	78236843	11-Apr-03
NEAT RECEIPTS	78236616	11-Apr-03
ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE	77588485	8-Oct-08
NEATSCAN	77588435	8-Oct-08
NEATWORKS	77588423	8-Oct-08
NEATDESK	77588409	8-Oct-08
NEAT	77588401	8-Oct-08
GET READY FOR A PAPER-FREE LIFE	77588498	8-Oct-08
NEATCONNECT	77588456	8-Oct-08

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1128001.2