

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
Kofax, Inc.		08/11/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	600 Anton Blvd., Suite #150		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Bank - National Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3677287	KOFAX	
Registration Number:	3126436	IMAGECONTROLS	
Registration Number:	3008334	VIRTUALRESCAN	
Registration Number:	2935903	XTRATA	
Registration Number:	3021506	CAPIO	
Registration Number:	2904806	MARKVIEW	
Registration Number:	2904807	170 MARKVIEW	
Registration Number:	2904809	170 SYSTEMS	
Registration Number:	2790890	KOFAX	
Registration Number:	2479301	VRS VIRTUALRESCAN	
Registration Number:	2364535	KOFAX	
Registration Number:	2494738	ASCENT CAPTURE INTERNET SERVER	
Registration Number:	2365388	VIRTUALRESCAN	
Registration Number:	2136287	ADRENALINE	

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 REEL: 004613 FRAME: 0264

Registration Number:	1909530	IMAGECONTROLS
Registration Number:	2029097	ASCENT
Registration Number:	2024272	ASCENT CAPTURE
Registration Number:	3440201	ATALASOFT
Registration Number:	3440528	
Registration Number:	2953319	DOTIMAGE
Registration Number:	3917477	VIZIT SP
Registration Number:	2961953	INDICIUS
Serial Number:	77914043	AVALIN

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127018352
 Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com
 Correspondent Name: Brent A. Batzer
 Address Line 1: P. O. Box 2828
 Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	1151359 BAB/ZGB
NAME OF SUBMITTER:	Brent A. Batzer
Signature:	/bab/
Date:	08/24/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2011 (this "Agreement"), is made by KOFAX, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Parent, Kofax Switzerland, the Lenders from time to time party thereto, the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, pursuant to a Guaranty, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Company Guaranty"), the Company has guaranteed all Obligations of the Parent and of Kofax Switzerland under the Credit Agreement and under any Secured Cash Management Agreements and Secured Hedge Agreements;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, whether currently in use or not, all registrations and all pending applications in connection therewith, in the United States Patent and Trademark Office and corresponding offices in any other jurisdictions in the world, and any common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Secured Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of The Parent and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

KOFAX, INC.,
as Grantor

By: 
Name: JAMES ARNOLD
Title: CFO / DIRECTOR

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

Trademark Security Agreement


TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

KOFAX, INC.,
as Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: *Karen Polak*
Title: *SUP*

Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademark Registrations and Pending Trademark Applications

All trademark assets held by Kofax, Inc. unless otherwise indicated

Jurisdiction	Mark	Application/ Registration No.	Application/ Registration Date	Status
Australia	KOFAX	1220820	Jan 23 2008	Registered
Australia	AVALIN	1144774	Nov 3 2006	Registered
Brazil	KOFAX	829568832	Jan 25 2008	Pending
Brazil	KOFAX	829568840	Jan 25 2008	Pending
Brazil	KOFAX	826390110	Sept 11 2007	Registered
Brazil	KOFAX and Design	826390129	Aug 14 2007	Registered
Canada	KOFAX	138065000	Jan 25 2008	Pending
China	KOFAX	7849007	Nov 20 2009	Pending
China	KOFAX	6527518	Jan 24 2008	Pending
China	KOFAX	6527517	Jul 21 2010	Registered
China	AVALIN	5787217	Dec 15 2006	Pending
China	AVALIN	5787216	Dec 15 2006	Pending
Community Trademarks	KOFAX	6601488	Dec 3 2008	Registered
Community Trademarks	AVALIN	5496583	Sept 12 2007	Registered
Community Trademarks	VRS VIRTUALRESCAN and Design	4623906	Jul 31 2006	Registered
Community Trademarks	AVALIN	4394425	May 18 2006	Registered
Community Trademarks	ASCENT	4016465	Mar 13 2007	Registered
Community Trademarks	ASCENT CAPTURE	4016473	Nov 25 2005	Registered
Community Trademarks	KOFAX	4016531	Nov 25 2005	Registered
Community Trademarks	XTRATA	4016564	Dec 4 2006	Registered
Community Trademarks	CAPIO	4016556	Nov 25 2005	Registered
Community Trademarks	MOHOMINE	4016572	Mar 23 2006	Registered
Community Trademarks	KOFAX and Design	4016549	Oct 20 2005	Registered
Community Trademarks	170 MARKVIEW	3381134	Feb 8 2005	Registered
Community	170 SYSTEMS	3381142	May 31 2005	Registered

Jurisdiction	Mark	Application/ Registration No.	Application/ Registration Date	Status
Trademarks				
Community Trademarks	MARKVIEW	3381159	Jun 20 2006	Registered
Croatia	KOFAX	Z20080161	Apr 24 2009	Registered
Croatia	AVALIN	Z20070041	Oct 26 2007	Registered
Hong Kong	AVALIN	300755451	Nov 7 2006	Registered
Hong Kong	KOFAX	301037493	Jan 23 2008	Registered
India	KOFAX	1645997	Jan 25 2008	Pending*
India	AVALIN	1512432	Dec 12 2006	Registered*
Indonesia	KOFAX	D00.2008.005180	Feb 14 2008	Pending
Indonesia	KOFAX	J00.2008.005176	Feb 14 2008	Pending
Japan	AVALIN	4890594	Aug 26 2005	Registered
Japan	AVALIN	5062600	Jul 13 2007	Registered
Japan	IMAGECONTROLS	5006450	Nov 24 2006	Registered
Japan	KOFAX	5161293	Aug 22 2008	Registered
Japan	VRS VIRTUALRESCAN	5023233	Feb 2 2007	Registered
Malaysia	AVALIN	06020300	Mar 25 2008	Registered
Malaysia	KOFAX	8001501	Sep 29 2009	Registered
Malaysia	KOFAX	8001502	Sep 29 2009	Registered
Mexico	AVALIN	995530	Jul 27 2007	Registered*
Mexico	AVALIN	995529	Jul 27 2007	Registered*
Mexico	KOFAX	1088518	Mar 9 2009	Registered
Mexico	KOFAX	1046550	Jun 25 2008	Registered*
Norway	KOFAX	245195	Apr 4 2008	Registered
Norway	AVALIN	239954	Jul 2 2007	Registered
Philippines	KOFAX	4-2008-000842	Mar 4 2010	Registered
Russia	ADRENALINE	298854	Nov 30 2005	Registered*
Russia	ASCENT	391680	Oct 16 2009	Registered
Russia	ASCENT CAPTURE	391681	Oct 16 2009	Registered
Russia	AVALIN	305657	Apr 26 2006	Registered*
Russia	CAPIO	298855	Nov 30 2005	Registered*
Russia	KOFAX	302230	Mar 7 2006	Registered*
Russia	KOFAX	302231	Mar 7 2006	Registered*
Russia	KOFAX	378507	May 5 2009	Registered*
Russia	MOHOMINE	298012	Nov 11 2005	Registered*
Russia	VIRTUALRESCAN	292054	Jul 7 2005	Registered*
Russia	VRS VIRTUALRESCAN	327356	May 31 2007	Registered*
Russia	XTRATA	302946	Mar 16 2006	Registered*
Singapore	KOFAX	T0800900A	Jan 25 2008	Registered
Singapore	AVALIN	T0624933A	Nov 17 2006	Registered
Singapore	AVALIN	T0624939J	Nov 17 2006	Registered
South Africa	KOFAX	2008/01718	Aug 30 2010	Registered
South Africa	KOFAX	2008/01719	Aug 30 2010	Registered
South Korea	AVALIN	450021739	Dec 12 2007	Registered

Jurisdiction	Mark	Application/ Registration No.	Application/ Registration Date	Status
Switzerland	AVALIN	609981	Jan 4 2011	Registered
Switzerland	AVALIN	574231	Jul 9 2008	Registered
Switzerland	AVALIN and Design	598247	Mar 22 2010	Registered*
Switzerland	NEMANO	566045	Dec 24 2007	Registered*
Switzerland	AVALIN	560579	Jul 25 2007	Registered
Switzerland	KOFAX	574231	Jul 9 2008	Registered
Taiwan	KOFAX	1338763	Nov 16 2008	Registered
United Arab Emirates	KOFAX	112776	May 14 2008	Pending
United Arab Emirates	KOFAX	112777	May 14 2008	Pending
United Arab Emirates	AVALIN	88800	May 26 2008	Registered
United Arab Emirates	AVALIN	88799	May 26 2008	Registered
United States	AVALIN	77914043	Jan 18 2010	Pending
United States	KOFAX	3677287	Sept 1 2009	Registered
United States	IMAGECONTROLS	3126436	Aug 8 2006	Registered
United States	VIRTUALRESCAN	3008334	Oct 25 2005	Registered
United States	XTRATA	2935903	Mar 29 2005	Registered
United States	CAPIO	3021506	Nov 29 2005	Registered
United States	MARKVIEW	2904806	Nov 23 2004	Registered
United States	170 MARKVIEW	2904807	Nov 23 2004	Registered
United States	170 SYSTEMS	2904809	Nov 23 2004	Registered
United States	KOFAX and Design	2790890	Dec 9 2003	Registered
United States	VRS VIRTUAL RESCAN and Design	2479301	Aug 21 2001	Registered
United States	KOFAX	2364535	Jul 4 2000	Registered
United States	ASCENT CAPTURE INTERNET SERVER	2494738	Oct 2 2001	Registered
United States	VIRTUALRESCAN	2365388	Jul 4 2000	Registered
United States	ADRENALINE	2136287	Feb 10 2008	Registered
United States	IMAGECONTROLS	1909530	Aug 1 1995	Registered
United States	ASCENT	2029097	Jan 7 1997	Registered
United States	ASCENT CAPTURE	2024272	Dec 17 1996	Registered
United States	ATALASOFT	3440201	Jun 3 2008	Registered**
United States	ATALASOFT and Butterfly logo	3440528	Jun 3 2008	Registered**
United States	DOTIMAGE	2953319	May 17 2005	Registered**
United States	VIZIT SP	3917477	Feb 8 2011	Registered**
United States	INDICIUS	2961953	Jun 14 2005	Registered***
Vietnam	KOFAX	127204	Jun 15 2009	Registered
Vietnam	KOFAX	160106	Mar 22 2011	Registered

*Held by Kofax Image Products, Inc. (predecessor to Kofax, Inc.)

**Held by Atalasoft, Inc.

***Held by Kofax Development UK Limited

Item B. Trademark Licenses

None.