

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Amendment to Intellectual Property Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-----------------------|
| THE NEAT COMPANY, INC. | | 12/05/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------|
| Name: | SILICON VALLEY BANK |
| Street Address: | 275 GROVE STREET, SUITE 2-200 |
| City: | NEWTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02466 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 4386560 | NEAT |
| Registration Number: | 4282853 | TAME YOUR PAPER MONSTER |
| Registration Number: | 4215449 | NEATVERIFY |
| Registration Number: | 4174972 | NEATCARE |
| Registration Number: | 4215448 | NEATCLOUD |
| Registration Number: | 4215447 | NEATMOBILE |
| Registration Number: | 4057356 | |
| Registration Number: | 2953372 | NEAT RECEIPTS |
| Registration Number: | 3646379 | GET READY FOR A PAPER-FREE LIFE |
| Registration Number: | 3672029 | ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE |
| Registration Number: | 3646377 | NEATCONNECT |
| Registration Number: | 3622580 | NEATSCAN |
| Registration Number: | 3622578 | NEATWORKS |
| Registration Number: | 3622576 | NEATDESK |

OP \$415.00 4386560

| | | |
|----------------------|---------|------|
| Registration Number: | 3622574 | NEAT |
| Registration Number: | 3645996 | |

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | F147534 |
| NAME OF SUBMITTER: | ANDREW NASH |
| Signature: | /ANDREW NASH/ |
| Date: | 12/09/2013 |

Total Attachments: 7
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of December 5, 2013, by and between **THE NEAT COMPANY, INC.**, a Delaware corporation, with its principal place of business at 1601 Market Street, Suite 3500, Philadelphia, Pennsylvania 19103 ("Grantor") and **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of February 17, 2009 (as amended, the "IP Agreement") in favor of Bank, pursuant to which the Grantor pledged, granted and assigned a security interest in favor of Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of Bank.

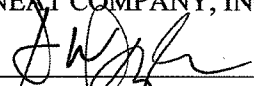
NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits. Exhibits A, B and C to the IP Agreement are hereby amended by adding thereto (in addition to all items already listed on Exhibits A, B and C) the Intellectual Property Collateral set forth on Exhibits A, B and C annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

THE NEXT COMPANY, INC.

By:  _____

Name: Daniel Doyle

Title: CFO, Treasurer and Secretary

“Bank”

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

THE NEAT COMPANY, INC.

By: _____

Name: _____

Title: _____

"Bank"

SILICON VALLEY BANK

By:  _____

Name: THOMAS E KELLY _____

Title: DIRECTOR _____

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| NEAT RECEIPTS | TX 6994663 | April 8, 2008 |

EXHIBIT B




Patents

| PATENT TITLE | USPTO APPLICATION/PUBLICATION OR PATENT NO. | REGISTRATION DATE OR FILING DATE |
|---|--|---|
| AUTOMATIC DOCUMENT CLASSIFICATION USING LEXICAL AND PHYSICAL FEATURES | 8,503,797 | August 6, 2013 |
| METHOD AND APPARATUS FOR DESPECKLING AN IMAGE | 8,224,114 | July 17, 2012 |
| METHOD AND APPARATUS FOR CROPPING IMAGES | 8,218,890 | July 10, 2012 |
| METHOD AND APPARATUS FOR MODIFYING THE HISTOGRAM OF AN IMAGE | 8,155,442 | April 10, 2012 |
| METHOD AND APPARATUS FOR BINARIZATION THRESHOLD CALCULATION | 8,144,986 | March 27, 2012 |
| METHOD AND APPARATUS FOR CALCULATING THE BACKGROUND COLOR OF AN IMAGE | 8,041,139 | October 18, 2011 |
| SHEET SCANNER | D609,237 | February 2, 2010 |
| SHEET SCANNER | D579,938 | November 4, 2008 |
| SHEET SCANNER | D583,819 | December 30, 2008 |
| SHEET SCANNER | D579,016 | October 21, 2008 |

| PATENT TITLE | USPTO APPLICATION/PUBLICATION OR PATENT NO. | REGISTRATION DATE OR FILING DATE |
|--|--|---|
| MULTI-SLOT SHEET FEEDER | D598,492 | August 18, 2009 |
| SYSTEM AND METHOD FOR CAPTURE, STORAGE AND PROCESSING OF RECEIPTS AND RELATED DATA | 7,069,240 | June 27, 2006 |
| IMAGE BACKGROUND ENHANCEMENT FOR COLOR IMAGES | 8,520,966 | August 27, 2013 |
| TABLE GRID | 12/414,365 | March 30, 2009 |
| IMAGE BACKGROUND ENHANCEMENT FOR COLOR IMAGES | 12/414,450 | March 30, 2009 |
| METHOD AND SYSTEM FOR TRANSFERRING DATA FROM A SCANNED DOCUMENT INTO A SPREADSHEET | 12/265,295 | November 5, 2008 |

EXHIBIT C

Trademarks

| MARK | USPTO REGISTRATION NO. or APPLICATION SERIAL NO. | REGISTRATION DATE or FILING DATE |
|--|--|--|
| NEAT & DESIGN  | 4,386,560 | August 20, 2013 |
| TAME YOUR PAPER MONSTER | 4,282,853 | January 29, 2013 |
| NEATVERIFY | 4,215,449 | September 25, 2012 |
| NEATCARE | 4,174,972 | July 17, 2012 |
| NEATCLOUD | 4,215,448 | September 25, 2012 |
| NEATMOBILE | 4,215,447 | September 25, 2012 |
| DESIGN  | 4,057,356 | November 15, 2011 |
| NEAT RECEIPTS | 2,953,372 | May 17, 2005 |
| GET READY FOR A PAPER-FREE LIFE | 3,646,379 | June 30, 2009 |
| ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE | 3,672,029 | August 25, 2009 |
| NEATCONNECT | 3,646,377 | June 30, 2009 |
| NEATSCAN | 3,622,580 | May 19, 2009 |
| NEATWORKS | 3,622,578 | May 19, 2009 |
| NEATDESK | 3,622,576 | May 19, 2009 |
| NEAT | 3,622,574 | May 19, 2009 |
| DESIGN  | 3,645,996 | June 30, 2009 |