

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314245

| | | | |
|-----------------------------------|--|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| THE NEAT COMPANY, INC. | | 08/13/2014 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | HERCULES TECHNOLOGY GROWTH CAPITAL, INC. | | |
| Street Address: | 400 HAMILTON AVENUE | | |
| Internal Address: | SUITE 310 | | |
| City: | PALO ALTO | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94301 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 17 | | | |
| 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: | 4189643 | NEAT FLEET | |
| Registration Number: | 2953372 | NEAT RECEIPTS | |
| Registration Number: | 3622580 | NEATSCAN | |
| Registration Number: | 3622578 | NEATWORKS | |
| Registration Number: | 3622576 | NEATDESK | |
| Registration Number: | 3622574 | NEAT | |
| Registration Number: | 3646379 | GET READY FOR A PAPER-FREE LIFE | |
| Registration Number: | 3646377 | NEATCONNECT | |
| Registration Number: | 3645996 | | |
| Registration Number: | 3672029 | ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE | |

OP \$440.00 4386560

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ASAUTHER@VLPLAWGROUP.COM**Correspondent Name:** VLP LAW GROUP LLP**Address Line 1:** 555 BRYANT STREET, SUITE 820**Address Line 2:** DENISE G. ZACK, ESQ.**Address Line 4:** PALO ALTO, CALIFORNIA 94301**ATTORNEY DOCKET NUMBER:** HERCULES-NEAT**NAME OF SUBMITTER:** AMY E SAUTHER**SIGNATURE:** /AMY E SAUTHER/**DATE SIGNED:** 08/15/2014**Total Attachments: 8**

source=IP_Security_Agreement_(executed_8-13-14)#page1.tif

source=IP_Security_Agreement_(executed_8-13-14)#page2.tif

source=IP_Security_Agreement_(executed_8-13-14)#page3.tif

source=IP_Security_Agreement_(executed_8-13-14)#page4.tif

source=IP_Security_Agreement_(executed_8-13-14)#page5.tif

source=IP_Security_Agreement_(executed_8-13-14)#page6.tif

source=IP_Security_Agreement_(executed_8-13-14)#page7.tif

source=IP_Security_Agreement_(executed_8-13-14)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 13, 2014, by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC. (the "Agent"), as administrative agent for itself and the Lender (as defined below), and THE NEAT COMPANY, INC. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, the several banks and other financial institutions or entities from time to time party thereto (collectively, the "Lender") and Grantor dated on or about the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain 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 Agent 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 Agent 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.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of the rights, powers or remedies provided for in this 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 Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THE NEAT COMPANY, INC.

Address of Grantor:

1601 Market St., Suite 3500
Philadelphia, PA 19103
Attn:

By:  _____

Title: Cfo _____

AGENT:

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THE NEAT COMPANY, INC.

Address of Grantor:

1601 Market St., Suite 3500
Philadelphia, PA 19103
Attn:

By: _____

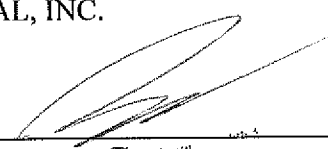
Title: _____

AGENT:

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

By:  _____

Title: **Ben Bang**
Senior Counsel

EXHIBIT A
COPYRIGHTS

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| NEATRECEIPTS | TX0006994663 | 04-08-2008 |

EXHIBIT B

PATENTS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| TABLE GRID DETECTION AND SEPARATION | | |
| IMAGE BACKGROUND ENHANCEMENT FOR COLOR IMAGES | 8,520,966 | |
| AUTOMATIC DOCUMENT CLASSIFICATION USING LEXICAL AND PHYSICAL FEATURES | 8,503,797 | 08/06/2013 |
| METHOD AND APPARATUS FOR DESPECKLING AN IMAGE | 8,224,114 | 07/17/2012 |
| METHOD AND APPARATUS FOR CROPPING IMAGES | 8,218,890 | 07/10/2012 |
| METHOD AND APPARATUS FOR MODIFYING THE HISTOGRAM OF AN IMAGE | 8,155,442 | 04/10/2012 |
| METHOD AND APPARATUS FOR BINARIZATION THRESHOLD CALCULATION | 8,144,986 | 03/27/2012 |
| METHOD AND APPARATUS FOR CALCULATING THE BACKGROUND COLOR OF AN IMAGE | 8,041,139 | 10/18/2011 |
| SHEET SCANNER | D609,237 | 02/02/2010 |
| SHEET SCANNER | D579,938 | 11/04/2008 |
| SHEET SCANNER | D583,819 | 12/30/2008 |
| SHEET SCANNER | D579,016 | 10/21/2008 |
| MULTI-SLOT SHEET FEEDER | D598,492 | 08/18/2009 |
| SYSTEM AND METHOD FOR CAPTURE, STORAGE AND PROCESSING OF RECEIPTS AND RELATED DATA | 7,069,240 | 06/27/2006 |
| IMAGE BACKGROUND ENHANCEMENT FOR COLOR IMAGES | 8,520,966 | 08/27/2013 |
| TABLE GRID AND SEPARATION | 8,625,895 | 01/07/2014 |
| | 12/414,365 | 03/30/2009 |
| IMAGE BACKGROUND ENHANCEMENT FOR COLOR IMAGES | 12/414,450 | 03/30/2009 |
| METHOD AND SYSTEM FOR TRANSFERRING DATA FROM A SCANNED DOCUMENT INTO A SPREADSHEET | 12/265,295 | 11/05/2008 |
| TABLE GRID DETECTION AND SEPARATION | 14/097,929 | 12/05/2013 |
| | 20140161353 | 06/12/2014 |
| PORTABLE DOCUMENT SCANNER HAVING USER INTERFACE AND INTEGRATED COMMUNICAITON MEANS | 13/952,264 | 07/26/2013 |
| | 20140029067 | 01/30/2014 |

EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| NEAT | 4386560 | 08/20/2013 |
| TAME YOUR PAPER MONSTER | 4282853 | 01/29/2013 |
| NEATVERIFY | 4215449 | 09/25/2012 |
| NEATCARE | 4174972 | 07/17/2012 |
| NEATCLOUD | 4215448 | 09/25/2012 |
| NEATMOBILE | 4215447 | 09/25/2012 |
|  | 4057356 | 11/15/2011 |
| NEAT FLEET | 4189643 | 08/14/2012 |
| NEAT RECEIPTS | 2953372 | 05/17/2005 |
| NEATSCAN | 3622580 | 05/19/2009 |
| NEATWORKS | 3622578 | 05/19/2009 |
| NEATDESK | 3622576 | 05/19/2009 |
| NEAT | 3622574 | 05/19/2009 |
| GET READY FOR A PAPER-FREE LIFE | 3646379 | 06/30/2009 |
| NEATCONNECT | 3646377 | 06/30/2009 |
|  | 3645996 | 06/30/2009 |
| ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE | 3672029 | 08/25/2009 |

EXHIBIT D
MASK WORKS

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| NONE | | |