

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE NEAT COMPANY, INC.		03/17/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Western Bank		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3645996		
<b>Registration Number:</b>	3646379	GET READY FOR A PAPER-FREE LIFE	
<b>Registration Number:</b>	4867836	ID2	
<b>Registration Number:</b>	4829174	INDOCUMENT IDENTIFICATION TECHNOLOGY	
<b>Registration Number:</b>	3622574	NEAT	
<b>Registration Number:</b>	4386560	NEAT	
<b>Registration Number:</b>	4189643	NEAT FLEET	
<b>Registration Number:</b>	2953372	NEAT RECEIPTS	
<b>Registration Number:</b>	4174972	NEATCARE	
<b>Registration Number:</b>	4215448	NEATCLOUD	
<b>Registration Number:</b>	3646377	NEATCONNECT	
<b>Registration Number:</b>	3622576	NEATDESK	
<b>Registration Number:</b>	4215447	NEATMOBILE	
<b>Registration Number:</b>	3622580	NEATSCAN	
<b>Registration Number:</b>	4215449	NEATVERIFY	
<b>Registration Number:</b>	3622578	NEATWORKS	
<b>Registration Number:</b>	3672029	ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE	
<b>Registration Number:</b>	4057356		

CH \$615.00 3645996

Property Type	Number	Word Mark
Registration Number:	4282853	TAME YOUR PAPER MONSTER
Serial Number:	86453446	GET TO WHAT MATTERS
Serial Number:	86317293	ID2 TECHNOLOGY
Serial Number:	86379979	NEATOFFICE
Serial Number:	86379996	SMART ORGANIZATION SYSTEM
Registration Number:	3749769	PROONGO

**CORRESPONDENCE DATA**

Fax Number: 9193541278  
*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.*  
Phone: 919-314-3086  
Email: loandocsdept@square1bank.com  
Correspondent Name: Pacific Western Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE
<b>SIGNATURE:</b>	/NICHOLAS NANCE/CCD
<b>DATE SIGNED:</b>	03/25/2016

**Total Attachments: 8**  
source=The Neat Company- EXECUTED Intellectual Property Security Agreement#page1.tif  
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 17, 2016 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **THE NEAT COMPANY, INC.**, a Delaware corporation ("**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 Loan and Security Agreement by and between Bank and Grantor dated 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).

**B.** Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security 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 Street, Floor 35  
Philadelphia, PA 19103  
Attention: James Conroy

By:           *lsc*            
Name:           Michael Conroy            
Title:           President          

**BANK:**

**PACIFIC WESTERN BANK**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security 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 Street, Floor 35  
Philadelphia, PA 19103  
Attention: James Conroy

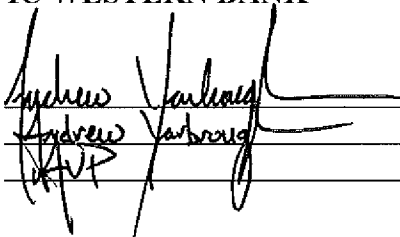
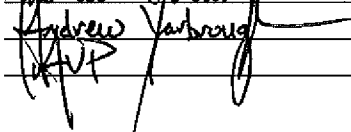
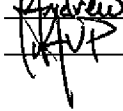
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

**PACIFIC WESTERN BANK**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By:  \_\_\_\_\_  
Name:  \_\_\_\_\_  
Title:  \_\_\_\_\_

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NEAT RECEIPTS	TX6994663	04/08/2008

**EXHIBIT B  
PATENTS**

<b>Description</b>	<b>Application Number OR Patent Number</b>	<b>Application OR Filing Date</b>
Sheet scanner	D609237	02/02/2010
Method and apparatus for calculating the background color of an image	8041139	10/18/2011
Method and apparatus for binarization threshold calculation	8144986	03/27/2012
Method and apparatus for modifying the histogram of an image	8155442	04/10/2012
Method and apparatus for cropping images	8218890	07/10/2012
Method and apparatus for despeckling an image	8224114	07/17/2012
Automatic document classification using lexical and physical features	8503797	08/06/2013
Image background enhancement for color images	8520966	08/27/2013
Table grid detection and separation	8625895	01/07/2014
Image background enhancement for color images	8761535	06/24/2014
Sheet scanner with input tray	D708184	07/01/2014
Sheet scanner with display	D708185	07/01/2014
Sheet scanner	D708618	07/08/2014
Input tray for sheet scanner	D714292	09/30/2014
Portable document scanner having user interface and integrated communication means	9167124	10/20/2015
Table grid detection and separation	9235756	01/12/2016
Input tray for sheet scanner	D714292	09/30/2014
Ornamental design for a sheet scanner – Graphical User Interface	D752598	
System & method for capture, storage and processing of receipts and related data	7069240	06/27/2006
Ornamental design for multi-slot sheet feeder	D598492	08/18/2009
Ornamental design for a sheet scanner – NeatReceipts	D579938	11/04/2008
Ornamental design for a sheet scanner – Neat Desk	D579016	10/21/2008
Ornamental design for a sheet scanner – NeatDesk (Additional Claims)	D583819	12/30/2008
PORTABLE DOCUMENT SCANNER HAVING USER INTERFACE AND INTEGRATED	20140029067	01/30/2014



COMMUNICATION MEANS		
TABLE GRID DETECTION AND SEPARATION	20140161353	06/12/2014
SHEET SCANNER WITH SWIPE SCREEN INTERFACE WITH LINKS TO MULTIPLE STORAGE DESTINATIONS FOR SCANNED ITEMS	20150055197	02/26/2015

**EXHIBIT C  
TRADEMARKS**

<b>Description</b>	<b>Serial Number</b>	<b>Registration/ Application Date</b>
Color Mark	3,645,996	06/30/2009
GET READY FOR A PAPER-FREE LIFE	3,646,379	06/30/2009
ID2	4,867,836	120/8/2015
INDOCUMENT IDENTIFICATION TECHNOLOGY	4,829,174	10/06/2015
NEAT	3,622,574	05/19/2009
NEAT and Design	4,386,560	08/20/2013
NEAT FLEET	4,189,643	08/14/2012
NEAT RECEIPTS	2,953,372	05/17/2005
NEATCARE	4,174,972	07/17/2012
NEATCLOUD	4,215,448	09/25/2012
NEATCONNECT	3,646,377	06/30/2009
NEATDESK	3,622,576	05/19/2009
NEATMOBILE	4,215,447	09/25/2012
NEATSCAN	3,622,580	05/19/2009
NEATVERIFY	4,215,449	09/25/2012
NEATWORKS	3,622,578	05/19/2009
ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE	3,672,029	08/25/2009
Paper Monster Logo	4,057,356	11/15/2011
TAME YOUR PAPER MONSTER	4,282,853	01/29/2013
GET TO WHAT MATTERS	86453446	11/13/2014
ID2 TECHNOLOGY	86317293	06/23/2014
NEATOFFICE	86379979	08/28/2014
SMART ORGANIZATION SYSTEM	86379996	08/28/2014
PROONGO	3,749,769	02/16/2010