

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Algorithmic Implementations, Inc.		08/12/2016	Corporation:
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75556148	ZOOMTEXT	
Serial Number:	78569180	XFONT	
Serial Number:	85891943	SITECUES	
Serial Number:	85638489	IMAGEREADER	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sonakshi Jha		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166-4193		
ATTORNEY DOCKET NUMBER:	86703/31		
NAME OF SUBMITTER:	Sonakshi Jha		
SIGNATURE:	/Sonakshi. Jha by trademarkny/		
DATE SIGNED:	08/13/2016		

CH \$115.00 75556148

Total Attachments: 7

source=BOI-Freedom - Second IP Security Agreement#page1.tif

source=BOI-Freedom - Second IP Security Agreement#page2.tif

source=BOI-Freedom - Second IP Security Agreement#page3.tif

source=BOI-Freedom - Second IP Security Agreement#page4.tif

source=BOI-Freedom - Second IP Security Agreement#page5.tif

source=BOI-Freedom - Second IP Security Agreement#page6.tif

source=BOI-Freedom - Second IP Security Agreement#page7.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 12, 2016 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement:

(a) All U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All U.S., and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(c) All U.S., and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, U.S. or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the **“Copyrights”**)

Section 2. Recordation. The Grantor authorizes and requests that the the Commissioner of Patents and Trademarks, Register of Copyrights and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


ALGORITHMIC IMPLEMENTATIONS, INC.

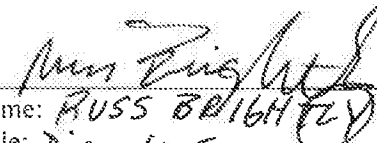
By: 
Name: John E. Blake
Title: Chief Executive Officer

[Signature page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 005854 FRAME: 0589

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: 
Name: MANUS O'CALLAGHAN
Title: V.P.

By: 
Name: RUSS BRIGHTLEY
Title: Director

[Signature page to Second Lien Intellectual Property Security Agreement]

SCHEDULE 1 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Patents and Patent Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Publication Date</u>	<u>Status</u>	<u>Application / Patent No.</u>
ALGORITHMIC IMPLEMENTATIONS, INC.	Flexible display of visual content on multiple display devices	03/09/2010	Published	12/720090 / 20110225544
ALGORITHMIC IMPLEMENTATIONS, INC.	Dedicated on-screen closed caption display	05/11/2010	Allowed	12/777717 / 20110283243
ALGORITHMIC IMPLEMENTATIONS, INC.	Displaying a user interface in a dedicated display area	05/11/2010 / 10/7/2014	Granted	12/777739 / 8856682
ALGORITHMIC IMPLEMENTATIONS, INC.	Executing secondary actions with respect to onscreen objects	09/04/2013 / 5/10/2016	Granted	14/017810 / 9336753
ALGORITHMIC IMPLEMENTATIONS, INC.	Applying enhancements to visual content	09/04/2013	Published but we intend to abandon this application	14/017828 / 20140063071
ALGORITHMIC IMPLEMENTATIONS, INC.	Selecting techniques for enhancing visual accessibility	09/04/2013 / 11/24/2015	Granted	14/018378 / 9196227
ALGORITHMIC IMPLEMENTATIONS, INC.	Techniques for programmatic magnification of visible content elements of markup language documents	12/12/2014	Published	14/569499 / 20150169520
ALGORITHMIC IMPLEMENTATIONS, INC.	Techniques for programmatic magnification of visible content elements of markup language documents	12/12/2014	Published	14/569558 / 20150169513
ALGORITHMIC IMPLEMENTATIONS, INC.	Techniques for programmatic magnification of visible content elements of markup language documents	12/12/2014	Published	14/569571 / 20150169521
ALGORITHMIC IMPLEMENTATIONS, INC.	Techniques for programmatic magnification of visible content elements of markup language documents	12/12/2014	Published	14/569578 / 20150169506

ALGORITHMIC IMPLEMENTATIONS, INC.	Panning a content area of a markup language document based on movements of a cursor of a pointing device	12/30/2014	Published	14/586067 / 20150186344
ALGORITHMIC IMPLEMENTATIONS, INC.	Emphasizing a portion of the visible content elements of a markup language document	01/22/2015	Published	14/603242 / 20150205884
ALGORITHMIC IMPLEMENTATIONS, INC.	Identifying a set of related visible content elements in a markup	01/22/2015	Published	14/603254 / 20150205797
ALGORITHMIC IMPLEMENTATIONS, INC.	Emphasizing a portion of the visible content elements of a markup language document	01/22/2015	Published	14/603263 / 20150205773
ALGORITHMIC IMPLEMENTATIONS, INC.	Emphasizing a portion of the visible content elements of a markup language document	01/22/2015	Published	14/603232 / 20150205772
ALGORITHMIC IMPLEMENTATIONS, INC.	Systems and methods for transforming a user interface icon into an enlarged view	01/08/2015	Published	14/592827 / 20150193120
ALGORITHMIC IMPLEMENTATIONS, INC.	Display portion with computer icon	01/22/2014	Pending Design Patent	29/479998
ALGORITHMIC IMPLEMENTATIONS, INC.	Display portion with computer icon	01/22/2014	Pending Design Patent	29/480010
ALGORITHMIC IMPLEMENTATIONS, INC.	Display portion with computer icon	01/22/2014	Pending Design Patent	29/480012
ALGORITHMIC IMPLEMENTATIONS, INC.	Display portion with computer icon	01/22/2014	Pending Design Patent	29/480014
ALGORITHMIC IMPLEMENTATIONS, INC.	Method and apparatus for magnifying computer screen display	01/23/2009	Granted	12/358935 / 7912322
ALGORITHMIC IMPLEMENTATIONS, INC.	Method and apparatus for magnifying computer screen display	03/10/2011 / 10/2/2012	Granted	13/045299 / 8280193
ALGORITHMIC IMPLEMENTATIONS, INC.	Method and apparatus for magnifying computer screen displays	01/06/2005 / 01/27/2009	Granted	11/031424 / 7483592

U.S. Trademarks and Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
ALGORITHMIC IMPLEMENTATIONS, INC.	ZOOMTEXT	09/21/1998 / 11/30/1999	Registered	75556148 / 2295806
ALGORITHMIC IMPLEMENTATIONS, INC.	XFONT	02/17/2005 / 06/19/2007	Registered	78569180 / 3254177
ALGORITHMIC IMPLEMENTATIONS, INC.	SITECUES	04/01/2013 / 07/08/2014	Registered	85891943 / 4565209
ALGORITHMIC IMPLEMENTATIONS, INC.	IMAGEREADER	05/30/2012 / 05/28/2013	Registered	85638489 / 4344388

U.S. Copyrights and Copyright Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
ALGORITHMIC IMPLEMENTATIONS, INC.	ZoomText.	6/15/1987	Registered	TX 002140504
ALGORITHMIC IMPLEMENTATIONS, INC.	inFocus: screen magnifier: computer program and use manual	9/18/1990	Registered	TX 003003474
ALGORITHMIC IMPLEMENTATIONS, INC.	VisAbility: computer program	12/27/1993	Registered	TX 003741843