

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGETAG, INC.		04/04/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3389821	OFFICE DOKS	
Registration Number:	3909831	INTELLIVIEW	
Registration Number:	2750058	KWIKPAPER	
Registration Number:	2749279	KWIKSTUFF	
Registration Number:	2583445	KWIKBOX	
Registration Number:	2678698	KWIKBASKET	
Registration Number:	2669769	SUPPORTAL	
Registration Number:	2660219	KWIKTAG	
Registration Number:	2660204	KWIKTAG	
Registration Number:	2434861	IMAGETAG	
Registration Number:	2377592	I	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		

CH \$290.00 3389821

TRADEMARK

Address Line 4:	ATLANTA, GEORGIA 30308-2216
ATTORNEY DOCKET NUMBER:	220763.001178
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	05/23/2018

Total Attachments: 11

source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page1.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page2.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page3.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page4.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page5.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page6.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page7.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page8.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page9.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page10.tif
source=SVB_enChoice (Executed IP Security Agreement - ImageTag, Inc. 5_18)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of the April 4, 2018 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and IMAGETAG, INC., an Arizona corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to Grantor and ENCHOICE, INC., an Arizona corporation (“**enChoice**”; together with Grantor, individually and collectively, the “**Borrower**”), in the amounts and manner set forth in that certain Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of July 19, 2017, as amended by that certain Joinder Agreement dated as of even date hereof by and between Bank and Borrower (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). Bank is willing to make the Loans to Borrower and, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Borrower’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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (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 and any patents and patent applications claiming the priority benefit of 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or

inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

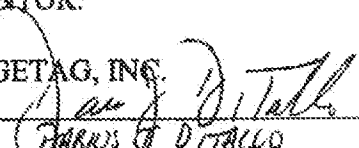
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

IMAGETAG, INC.

By:  CHARLES J. D'ALTO

Title: CFO

BANK:

SILICON VALLEY BANK

By:  TRAVIS WOOD

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

Description	Registration Number	Application Number	Notes on Ownership
PAPER MONSTER	VA0001706093 (03/12/2010)		Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Document Number:</u> V3616D418 <u>Recorded:</u> 05/23/2012

EXHIBIT B

Description	Application Number	Registration Number	Notes on Ownership
Apparatus and Method for Digital Filing		6,192,165 (02/20/2001)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 019224/0160 <u>Recorded:</u> 04/26/2007
Apparatus and Method for Digital Filing		6,427,032 (07/30/2002)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 019224/0160 <u>Recorded:</u> 04/26/2007
Apparatus and Method for Simultaneously Managing Paper-Based Documents and Digital Images of the Same		6,744,936 (06/01/2004)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 019224/0160 <u>Recorded:</u> 04/26/2007
Apparatus and Method for Dynamically Routing Documents Using Control Documents Ana Data Streams		6,674,924 (01/06/2004)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 019224/0160 <u>Recorded:</u> 04/26/2007
Apparatus and Method for Optimized Facsimile Transmission		7,733,522 (06/08/2010)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 019224/0160 <u>Recorded:</u> 04/26/2007

Description	Application Number	Registration Number	Notes on Ownership
Apparatus and Method for Creating Images of Small Documents	10/161,538 (06/03/2002)		Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 035505/0660 <u>Recorded:</u> 04/27/2015
Management of Paper Document and Their Images	PCT US2002030819 (09/26/2002)		Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 035505/0660 <u>Recorded:</u> 04/27/2015
Apparatus and Method for Digital Filing	PCT US2000030676 (11/08/2000)		Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 035505/0660 <u>Recorded:</u> 04/27/2015
Apparatus and Method for Dynamically Creating Fax Cover Sheets Containing Dynamic and Static Content Zones		6,952,281 (10/04/2005)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 019224/0160 <u>Recorded:</u> 04/26/2007
Label Dispenser		D510,387 (10/04/2005)	Owner: IMAGETAG, INC.
Apparatus and Method for Automated Capture of Document Metadata and Document Imaging		8,194,274 (06/05/2012)	Owner: IMAGETAG, INC.

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number	Notes on Ownership
OFFICE DOKS		3,389,821 (02/26/2008)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
INTELLIVIEW		3,909,831 (01/25/2011)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 4784/0628 <u>Recorded:</u> 05/21/2012
KWIKPAPER		2,750,058 (08/12/2003)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
KWIKSTUFF		2,749,279 (08/12/2003)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
KWIKBOX		2,583,445 (06/18/2002)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007

Description	Serial Number	Registration Number	Notes on Ownership
KWIKBASKET		2,678,698 (01/21/2003)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
SUPPORTAL		2,669,769 (12/31/2002)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
KWIKTAG		2,660,219 (12/10/2002)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
KWIKTAG		2,660,204 (12/10/2002)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
IMAGETAG		2,434,861 (03/13/2001)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007
I (& design)		2,377,592 (08/15/2000)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265

Description	Serial Number	Registration Number	Notes on Ownership
			<u>Recorded:</u> 04/26/2007
I IMAGETAG (& design)		2,380,439 (08/29/2000)	Owner: IMAGETAG, INC. Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 3533/0265 <u>Recorded:</u> 04/26/2007

EXHIBIT D

Mask Works

Description	Application	Registration	Notes on Ownership
None Identified			