

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOFAX,INC.		02/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3628984	AUTOSTORE	
Registration Number:	2013830	COPITRAK	
Registration Number:	1443942	OMNIPAGE	
Registration Number:	1579806	OMNIPAGE	
Registration Number:	1998734	PAPERPORT	
Registration Number:	3506887	QUICKCAPTURE	
Registration Number:	2272598	SCANSOFT	
Registration Number:	2915602	SHARESCAN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	43243-7		
NAME OF SUBMITTER:	Raza Siddiqui		

CH \$215.00 3628984

SIGNATURE:	/razasiddiqui/
DATE SIGNED:	02/04/2019
Total Attachments: 4 source=Project Indy - Trademark Security Agreement Supplement 2-1#page1.tif source=Project Indy - Trademark Security Agreement Supplement 2-1#page2.tif source=Project Indy - Trademark Security Agreement Supplement 2-1#page3.tif source=Project Indy - Trademark Security Agreement Supplement 2-1#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated and effective as at 8:01 A.M. (E.T.) on February 1, 2019, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Credit Suisse, acting through one or more of its branches, or any Affiliate thereof (“*Credit Suisse*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Leopard Holdings, Inc., Project Leopard AcquireCo Limited and Project Leopard IntermediateCo Limited have entered into a Credit Agreement dated as of July 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 7, 2017, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated July 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Additional Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KOFAX, INC.

By 

Name: Cort Townsend

Title: Chief Financial Officer, Secretary,
Vice President and Treasurer

Address for Notices:

15211 Laguna Canyon Road

Irvine, CA 92618

Signature Page to IP Security Agreement Supplement (Trademarks)

TRADEMARK

REEL: 006549 FRAME: 0559

SCHEDULE A
TRADEMARKS

<i>Mark</i>	<i>Country</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Record Owner</i>	<i>Status</i>
AUTOSTORE	USA	76/562,816	3628984	Kofax, Inc.	Registered
COPITRAK	USA	75/033,942	2013830	Kofax, Inc.	Registered
OMNIPAGE	USA	73/612,123	1443942	Kofax, Inc.	Registered
OMNIPAGE	USA	73/753,650	1579806	Kofax, Inc.	Registered
PAPERPORT	USA	74/589,230	1998734	Kofax, Inc.	Registered
QUICKCAPTURE	USA	76/681,943	3506887	Kofax, Inc.	Registered
SCANSOFT	USA	75/160,532	2272598	Kofax, Inc.	Registered
SHARESCAN	USA	76/493,790	2915602	Kofax, Inc.	Registered