

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altosoft Corporation		12/23/2013	CORPORATION: DELAWARE
Atalasoftware, Inc.		12/23/2013	CORPORATION: MASSACHUSETTS
Kapow Technologies Holdings Inc.		12/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	2001 Clayton Road, Building B		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3440201	ATALASOFT	
Registration Number:	3440528		
Registration Number:	3740809	KAPOW ON DEMAND	
Registration Number:	3807694	KAPOW TECHNOLOGIES	
Registration Number:	3807693	KAPOW TECHNOLOGIES	
Serial Number:	85905353	KAPPZONE	
Serial Number:	85905362	MY KAPPZONE	
Serial Number:	85795211	SYNTHETIC API	
Serial Number:	85795234	KAPPLETS	
Serial Number:	85795228	KAPOW KAPPLETS	
Serial Number:	85641950	INTEGRATION AS A SELF-SERVICE	

CH \$465.00 3440201

Serial Number:	85177014	KAPOW KATALYST
Serial Number:	85174363	KAPOW SOFTWARE
Serial Number:	85174356	KAPOW SOFTWARE
Serial Number:	85177009	KAPOW EXTRACTION BROWSER
Serial Number:	85174374	KAPOW SOFTWARE
Serial Number:	77540656	BE SMARTER SOONER
Serial Number:	77540684	KAPOW MASHUP SERVER

CORRESPONDENCE DATA

Fax Number: 3127069000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-701-8944
Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com, msherlock@mayerbrown.com
Correspondent Name: Patrick Tierney
Address Line 1: PO Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	11151359
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	01/06/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2013 (this "Agreement"), is made by ALTOSOFT CORPORATION., a Delaware corporation ("Altosoft"), ATALASOFT, INC., a Massachusetts corporation ("Atalsoft") and KAPOW TECHNOLOGIES HOLDINGS INC., a Delaware corporation ("Kapow" together with Altosoft and Atalsoft, the "Grantors"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties. Capitalized terms used herein but not otherwise defined herein shall take their respective meanings set forth in the Credit Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Parent, Kofax Switzerland, the Lenders from time to time party thereto, the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, pursuant to the Supplement to Pledge and Security Agreement, U.K. Guaranty and Domestic Subsidiary Guaranty, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Supplement to Loan Documents"), each of the undersigned desires to (i) become a "Grantor" under the Pledge and Security Agreement, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") and (ii) become a "Guarantor" under the Domestic Subsidiary Guaranty, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Domestic Subsidiary Guaranty");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, each of the Grantors is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantors' right, title and interest throughout the world,

whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, whether currently in use or not, all registrations and all pending applications in connection therewith, in the United States Patent and Trademark Office and corresponding offices in any other jurisdiction in the world, and any common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule IV;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule IV; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 1. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 2. Waiver, etc. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral

securing the Secured Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 3. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of The Parent and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 6. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

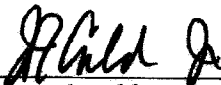
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.


* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

ATALASOFT, INC, as Grantor

By: 
Name: James Arnold
Title: CFO / Director

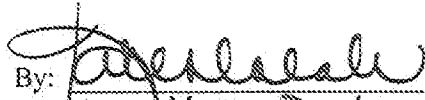
ALTOSOFT CORPORATION., as Grantor

By: 
Name: James Arnold
Title: CFO / Director

KAPOW TECHNOLOGIES HOLDINGS INC., as Grantor

By: 
Name: James Arnold
Title: CFO / Director

BANK OF AMERICA, N.A.,
as Administrative Agent

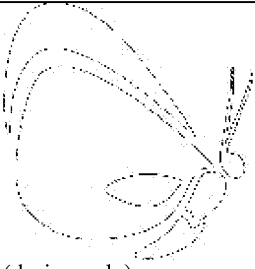

By: 
Name: Karen Bok
Title: SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

(i) Registered Trademarks

<u>Owner</u>	<u>Country</u>	<u>Trademark Name</u>	<u>Reg. No./ Ser. No.</u>	<u>Reg. Date</u>
Atalasoftware, Inc.	U.S.A.	ATALASOFT	3440201/ 77293688	June 3, 2008
Atalasoftware, Inc.	U.S.A.	 (design only)	3440528/ 77330713	June 3, 2008
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW ON DEMAND	3740809/ 77540674	January 19, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	 (design plus words)	3807694/ 77540670	June 22, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW TECHNOLOGIES	3807693/ 77540664	June 22, 2010

(ii) Pending Trademark Applications

<u>Owner</u>	<u>Country</u>	<u>Trademark Name</u>	<u>Ser. No.</u>	<u>Filing Date</u>
Kapow Technologies Holdings, Inc.	U.S.A.	KAPPZONE	85905353	April 16, 2013
Kapow Technologies Holdings, Inc.	U.S.A.	MY KAPPZONE	85905362	September 10, 2013
Kapow Technologies Holdings, Inc.	U.S.A.	SYNTHETIC API	85795211	December 5, 2012
Kapow Technologies Holdings, Inc.	U.S.A.	KAPPLETS	85795234	December 5, 2012
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW KAPPLETS	85795228	December 5, 2012

Owner	Country	Trademark Name	Ser. No.	Filing Date
Kapow Technologies Holdings, Inc.	U.S.A.	INTEGRATION AS A SELF-SERVICE	85641950	June 4, 2012
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW KATALYST	85177014	November 15, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	kapow S O F T W A R E (design plus words)	85174363	November 11, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW SOFTWARE	85174356	November 11, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW EXTRACTION BROWSER	85177009	November 15, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	kapow S O F T W A R E (design plus words)	85174374	November 11, 2010
Kapow Technologies Holdings, Inc.	U.S.A.	BE SMARTER SOONER	77540656	August 6, 2008
Kapow Technologies Holdings, Inc.	U.S.A.	KAPOW MASHUP SERVER	77540684	August 6, 2008

(iii) Unregistered Trademarks

Owner	Country	Trademark Name
Altosoft Corporation	U.S.A.	Altosoft™
Altosoft Corporation	U.S.A.	Altosoft Insight™
Altosoft Corporation	U.S.A.	MetricsMart™
Altosoft Corporation	U.S.A.	ProcessMart™
Altosoft Corporation	U.S.A.	The Insight You Need™

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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