

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>INTAPP, INC.</td> <td>09/30/2013</td> </tr> <tr> <td>LEGALAPP HOLDINGS, INC.</td> <td>09/30/2013</td> </tr> <tr> <td>INTEGRATION APPLIANCE, INC.</td> <td>09/30/2013</td> </tr> </tbody> </table>		Name	Execution Date	INTAPP, INC.	09/30/2013	LEGALAPP HOLDINGS, INC.	09/30/2013	INTEGRATION APPLIANCE, INC.	09/30/2013		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>GOLUB CAPITAL LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>150 South Wacker Drive</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> </table>		Name:	GOLUB CAPITAL LLC, as Agent	Street Address:	150 South Wacker Drive	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8490163</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8490163						
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CORRESPONDENCE DATA											
Fax Number: 2123553333 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 2124597136 Email: tbennett@goodwinprocter.com Correspondent Name: Tracey D. Bennett Address Line 1: c/o Goodwin Procter LLP Address Line 2: 620 Eighth Ave. Address Line 4: New York, NEW YORK 10018											
ATTORNEY DOCKET NUMBER:	128995.224875										
NAME OF SUBMITTER:	Tracey D. Bennett										
Signature:	/s/Tracey D. Bennett										

Date:

10/01/2013

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Patent Security Agreement**") is made this 30th day of September, 2013, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and GOLUB CAPITAL LLC, in its capacity as administrative agent for the Secured Parties (together with its successors, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "**Credit Agreement**") among LegalApp Holdings, Inc., a Delaware corporation ("**Parent**"), Integration Appliance, Inc., a Delaware corporation (the "**Borrower**"), IntApp, Inc., a Delaware corporation, the lenders from time to time party thereto as "**Lenders**" (collectively, the "**Lenders**"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower and the other Loan Parties as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):

(a) all of the issued Patents and applications therefor owned by such Grantor including those referred to on Schedule I hereto;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any such Patent owned by such Grantor or right to receive license fees, royalties, and other compensation under any Intellectual Property License with respect to such Patents.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of

them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give notice in writing to Agent with respect to any additional patent issued after the date hereof in accordance with the Security Agreement. Grantors hereby authorize Agent unilaterally to modify this Agreement in accordance with the Security Agreement by amending Schedule I to include any such new issued patent owned by Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. TERMINATION. Upon the termination of the Security Agreement, the Agent shall promptly, upon request from such Grantor and at such Grantors sole expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Copyright Security Agreement.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

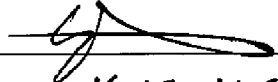
8. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in immediately available funds of all Obligations other than amounts owing in respect of indemnification, expense reimbursement, yield protection or tax gross-up and contingent obligations, in each case with respect to which no claim has been made. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein..

EXECUTION VERSION

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTAPP, INC.

By: 
Name: KYLE ALSHARAN
Title: CFO

LEGALAPP HOLDINGS, INC.

By: 

Name: _____

KYLE ALSHARAN

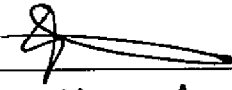
Title: _____

CFD

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT: PATENTS

PATENT
REEL: 031324 FRAME: 0066

INTEGRATION APPLIANCE, INC.


By: 
Name: KYLE ALISWARAN
Title: CFO

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT: PATENTS

PATENT
REEL: 031324 FRAME: 0067

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT: PATENTS

PATENT
REEL: 031324 FRAME: 0068

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Title	Owner	Country	Appl. No. Filing Date	Patent No. Issue Date
ENFORCING SECURITY POLICIES ACROSS HETEROGENEOUS SYSTEMS	INTAPP, INC.	US	11/530447 9/8/2006	8490163 7/16/2013