

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2584335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KOFAX, INC.	10/14/2013
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	600 ANTON BLVD., SUITE #150
Internal Address:	ATTN: IRENE SOTELO
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92626
PROPERTY NUMBERS Total: 22	
Property Type	Number
Patent Number:	5159667
Patent Number:	8115969
Patent Number:	8239335
Patent Number:	8244031
Patent Number:	8515163
Patent Number:	8526739
Patent Number:	8515208
Application Number:	13600148
Application Number:	13776541
Application Number:	11329999
Application Number:	13898407
Application Number:	13090216
Application Number:	13655267
Application Number:	13740123

Application Number:	61720958
Application Number:	13740127
Application Number:	13740131
Application Number:	13740134
Application Number:	13740138
Application Number:	13740139
Application Number:	13740141
Application Number:	13740145

#### CORRESPONDENCE DATA

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*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*

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ATTORNEY DOCKET NUMBER:	11151359
NAME OF SUBMITTER:	PATRICK TIERNEY
Signature:	/PT/
Date:	10/21/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### Total Attachments: 7

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source=Executed Patent Security Agreement No. 2#page7.tif

PATENT SECURITY AGREEMENT NO. 2

This PATENT SECURITY AGREEMENT NO. 2, dated as of October 14, 2013 (this "Agreement"), is made by KOFAX, INC., a Delaware Corporation (the "Grantor"), 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.

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 a Guaranty, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Company Guaranty"), the Company has guaranteed all Obligations of the Parent and of Kofax Switzerland under the Credit Agreement and under any Secured Cash Management Agreements and Secured Hedge Agreements;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a 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");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent 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 Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (Patent Collateral):

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing (“Patents”), including each Patent and Patent application referred to in Item A of Schedule I;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each a “Patent License”), including each Patent License referred to in Item B of Schedule I;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

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

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent 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 4. Waiver, etc. The 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 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Patent 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 Patent Collateral (in the case of clause (a)) or (ii) all Patent 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 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 Patent 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 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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 7. 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 8. 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.

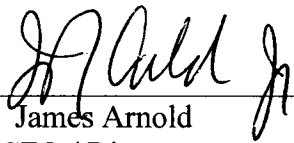
SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. 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.

KOFAX, INC.,  
as Grantor

By:   
Name: James Arnold  
Title: CFO / Director

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

By: \_\_\_\_\_  
Name:  
Title:

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.

KOFAX, INC.,  
as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Patent Security Agreement*

**PATENT**  
**REEL: 031447 FRAME: 0496**

A. Patents

i. Registered U.S. Patents

<b>Patent Title</b>	<b>Pat. No.</b>	<b>Issue Date</b>
Document Identification By Characteristics Matching	US 5159667	Oct 27 1992
Systems And Methods Of Accessing Random Access Cache For Rescanning	US 8115969	Feb 14 2012
Data Classification Using Machine Learning Techniques	US 8239335	Aug 7 2012
System And Method For Identifying And Classifying Color Regions From A Digital Image	US 8244031	Aug 14 2012
System And Method For Identifying And Classifying Color Regions From A Digital Image	US 8515163	Aug 20 2013
Systems, Methods And Computer Program Products For Determining Document Validity	US 8526739	Sep 3 2013
Method For Document To Template Alignment	US 8515208	Aug 20 2013

ii. Pending U.S. Patent Applications

<b>Patent App. Title</b>	<b>Application and Publication No.</b>	<b>Filing Date</b>
Systems and methods for routing facsimiles based on content	13/600,148 US 20120320422 (CON of 8279465)	Aug 30 2012
Systems and methods for routing a facsimile confirmation based on content	13/776,541 US 20130169999 (CON of 8451475)	Feb 25 2013
Systems And Methods Of Processing Scanned Data	11/329,999 US 20060215231	Jan 11 2006
Systems And Methods Of Processing Scanned Data	13/898,407 US 20130251280 (CON of 11/329,999)	May 20 2013
Data Classification Using Machine Learning Techniques	13/090,216 US 20110196870	Apr 19 2011
Systems And Methods For Organizing Data Sets	13/655,267	Oct 18 2012



<b>Patent App. Title</b>	<b>Application and Publication No.</b>	<b>Filing Date</b>
	US 20130041863	
Mobile Document Capture	61/586,062 (Expired)	Jan 12 2012
Mobile Document Capture	13/740,123 US 20130182002	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	61/720,958 (No publication)	Oct 31 2012
Systems And Methods For Mobile Image Capture And Processing	13/740,127 US 20130182973	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,131 US 20130182970	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,134 US 20130182951	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,138 US 20130182959	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,139 US 20130182292	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,141 US 20130185618	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,145 US 20130182128	Jan 11 2013
Systems And Methods For Mobile Image Capture And Processing	13/740,123 US 20130182002	Jan 11 2013

B. Patent Licenses

None.

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18618792.1.BUSINESS