

## PATENT ASSIGNMENT COVER SHEET

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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>ATALASOFT, INC.</td> <td>12/23/2013</td> </tr> <tr> <td>KAPOW TECHNOLOGIES, INC.</td> <td>12/23/2013</td> </tr> </tbody> </table>		Name	Execution Date	ATALASOFT, INC.	12/23/2013	KAPOW TECHNOLOGIES, INC.	12/23/2013										
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<table border="1"> <tr> <td>Name:</td> <td>BANK OF AMERICA, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>2001 CLAYTON ROAD, BUILDIN</td> </tr> <tr> <td>City:</td> <td>CONCORD</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94520</td> </tr> </table>		Name:	BANK OF AMERICA, N.A.	Street Address:	2001 CLAYTON ROAD, BUILDIN	City:	CONCORD	State/Country:	CALIFORNIA	Postal Code:	94520						
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CORRESPONDENCE DATA																	
<p>Fax Number:</p> <p>Phone: 312-701-8499</p> <p>Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com, msherlock@mayerbrown.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: PATRICK TIERNEY</p> <p>Address Line 1: PO BOX 2929</p>																	

Address Line 4: CHICAGO, ILLINOIS 60690-2828	
ATTORNEY DOCKET NUMBER:	11151359
NAME OF SUBMITTER:	PATRICK TIERNEY
Signature:	/PT/
Date:	01/06/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
<p><b>Total Attachments: 6</b> source=Kapow Patent Security Agreement#page1.tif source=Kapow Patent Security Agreement#page2.tif source=Kapow Patent Security Agreement#page3.tif source=Kapow Patent Security Agreement#page4.tif source=Kapow Patent Security Agreement#page5.tif source=Kapow Patent Security Agreement#page6.tif</p>	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of December 23, 2013 (this "Agreement"), is made by ATALASOFT, INC., a Massachusetts corporation ("Atalasoft"), KAPOW TECHNOLOGIES, INC., a Delaware corporation ("Kapow", and together with Atalasoft, 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.

W I T N E S S E T H :

WHEREAS, pursuant to the 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"), the undersigned desires to become a "Guarantor" under the U.K. Guaranty, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "U.K. Guaranty");

WHEREAS, pursuant to the Pledge Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Kapow Pledge Agreement"), by and among the Grantor, and the Administrative Agent, each of the undersigned desires to become a "Grantor" under the Kapow Pledge Agreement;

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors are 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, each 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, each 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. Each 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 such Grantor's right, title and interest throughout the world,

whether now or hereafter existing or acquired by such 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 each 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. 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 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. 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 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 its Responsible Officer as of the date first above written.

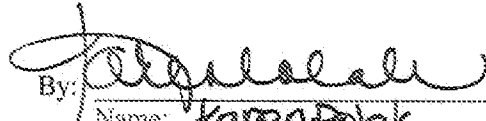
KAPOW TECHNOLOGIES, INC.

By:   
Name: James Arnold  
Title: CFO / Director

ATALASOFT INC.

By:   
Name: James Arnold  
Title: CFO / Director

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

By:   
Name: Karen Fobak  
Title: SVP

[Signature Page to Patent Security Agreement]

SCHEDULE I  
to Patent Security Agreement

Item A. Patents

(i) Issued Patents

Owner	Country	Title	Pat. No.	Issue Date
Atalasoft, Inc.	U.S.A.	METHOD OF IMAGE ANALYSIS USING SPARSE HOUGH TRANSFORM	7,738,730	June 15, 2010
Atalasoft, Inc.	U.S.A.	SYSTEM AND METHOD FOR IDENTIFYING AND CLASSIFYING COLOR REGIONS FROM A DIGITAL IMAGE	8,244,031	August 14, 2012
Atalasoft, Inc.	U.S.A.	METHOD FOR IMAGE ANALYSIS USING SPARSE HOUGH TRANSFORM	8,385,647	February 26, 2013
Atalasoft, Inc.	U.S.A.	SYSTEM AND METHOD FOR IDENTIFYING AND CLASSIFYING COLOR REGIONS FROM A DIGITAL IMAGE	8,515,163	August 20, 2013
Atalasoft, Inc.	U.S.A.	METHOD FOR DOCUMENT TO TEMPLATE ALIGNMENT	8,515,208	August 20, 2013
Kapow Technologies, Inc.	U.S.A.	QUERY PROCESSOR, QUERY PROCESSOR ELEMENTS AND A METHOD OF ESTABLISHING SUCH A QUERY PROCESSOR AND QUERY PROCESSOR ELEMENTS AND A DOMAIN PROCESSOR	7,698,277	April 13, 2010

(ii) Pending Patent Applications

Owner	Country	Title	App. No.	Filing Date
Kapow Technologies, Inc.	U.S.A.	Method of performing web clipping, a web clipping server and a system for web-clipping	US12/094,233	September 11, 2008

Item B. Patent Licenses

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