

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2835448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WORKSHARE TECHNOLOGY INC.	04/28/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH
Street Address:	BOW BELLS HOUSE, 1 BREAD ST., 5TH FL
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 9BE
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	13620364
Application Number:	13306765
Application Number:	13306798
Application Number:	13306819
Application Number:	12621429
Application Number:	12209096
Patent Number:	8670600
Patent Number:	8635295
Patent Number:	8620020
Patent Number:	8555080
Patent Number:	8473847
Patent Number:	8406456
Patent Number:	8286171
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-863-7198
Email:	nancy.brougher@goldbergekohn.com
Correspondent Name:	NANCY BROUGHER, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
PATENT	

Address Line 2: 55 EAST MONROE STREET, SUITE 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.376

NAME OF SUBMITTER: NANCY BROUGHER

SIGNATURE: /njb/

DATE SIGNED: 04/30/2014

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this ^{28th} day of April, 2014, between WORKSHARE TECHNOLOGY INC. ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION LONDON BRANCH, ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Workshare Limited ("Borrower"), SkyDox Limited, as parent, Grantor and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement, dated as of April ²⁸, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(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 Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WORKSHARE TECHNOLOGY, INC.

By: P. Shiner
Name: PETER SHINER
Title: COO / SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION LONDON BRANCH**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WORKSHARE TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION LONDON BRANCH

By: NIK HOGG
Name: NIK HOGG
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

PATENT	Application Number	File Date	Patent Number	Issue Date	Owner Information
Methods and systems to fingerprint textual information using word runs	13/620364	09/14/12	NA	NA	Workshare Technology, Inc.
Methods and systems for monitoring documents exchanged over email applications	13/306765	11/29/11	NA	NA	Workshare Technology, Inc.
System and method for presenting comparisons of electronic documents	13/306798	11/29/11	NA	NA	Workshare Technology, Inc.
System and method for providing a common framework for reviewing comparisons of electronic documents	13/306819	11/29/11	NA	NA	Workshare Technology, Inc.
Methods and systems for exact data match filtering	12/621429	11/18/09	NA	NA	Workshare Technology, Inc.
Methods and systems to implement fingerprint lookups across remote agents	12/209096	09/11/08	NA	NA	Workshare Technology, Inc.
Methods and systems for image fingerprinting	13/659793	10/24/12	8,670,600	03/11/14	Workshare Technology, Inc.
Methods and systems for monitoring documents exchanged over email applications	13/306782	11/29/11	8,635,295	01/21/14	Workshare Technology, Inc.
Methods and systems for preventing unauthorized disclosure of secure information using image fingerprinting	13/659817	10/24/12	8,620,020	12/31/13	Workshare Technology, Inc.
Methods and systems for protect agents using distributed lightweight fingerprints	12/209082	09/11/08	8,555,080	10/08/13	Workshare Technology, Inc.
Methods and systems for comparing presentation slide decks	12/844818	07/27/10	8,473,847	06/25/13	Workshare Technology, Inc.
Methods and systems for image fingerprinting	12/275185	11/20/08	8,406,456	03/26/13	Workshare Technology, Inc.
Methods and systems to fingerprint textual information using word runs	12/177043	07/21/08	8,286,171	10/09/12	Workshare Technology, Inc.