502841640 06/06/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2888236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS

CONVEYING PARTY DATA

Name	Execution Date
DOCTRACKR, INC.	06/05/2014

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	270 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14044765

CORRESPONDENCE DATA

Fax Number: (888)325-9108

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6172390746

Email: kouimet@edwardswildman.com **Correspondent Name:** KRISTINE L OUIMET, PARALEGAL

Address Line 1: 111 HUNTINGTON AVENUE

Address Line 2: EDWARDS WILDMAN PALMER LLP
Address Line 4: BOSTON, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	224825.0067
NAME OF SUBMITTER:	KRISTINE L OUIMET
SIGNATURE:	/Kristine L Ouimet/
DATE SIGNED:	06/06/2014

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "<u>Agreement</u>"), effective as of June 5, 2014 is made by docTrackr, Inc., a Delaware corporation (the "<u>Company</u>") located at 150 East 42nd Street, 8th Floor, New York, NY 10017, in favor of JPMorgan Chase Bank, N.A., located at 270 Park Avenue, New York, NY 10017, as lender (the "Lender").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to the Credit Agreement dated as of February 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IntraLinks, Inc., as borrower (the "Borrower"), IntraLinks Holdings, Inc. and IntraLinks International Holdings LLC, as initial guarantors, and Lender, the Lender has agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Joinder Agreement and a Pledge Supplement each dated as of the date hereof in favor of the Lender (collectively, the "Joinder"), to the Security Agreement dated as of February 24, 2014 in favor of the Lender (together with the Joinder and all other amendments and modifications, if any, from time to time thereafter made to the Security Agreement, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Patents; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Company agrees, for the benefit of the Lender, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Company's right, title and interest in, to and under the Patents, including, without limitation, those items listed on Schedule A hereto, in each case whether now owned or hereafter acquired (collectively, the "<u>Collateral</u>"), to the Lender to secure payment, performance and observance of the Secured Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

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SECTION 4. <u>Acknowledgment</u>. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Registration</u>. The Company hereby authorizes and requests that the Register of Copyrights and any other applicable United States government officer record this Agreement.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. <u>Governing Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

docTrackr, Inc.

By: Name: Frank Brunetti

Title: President and Treasurer

Date:

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ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK
) ss
COUNTY OF NEW YORK
On the 3th day of May, 2014, before me personally came fronk brunefti, who is personally known to me to be the fresident and leasurer of Grantor, a Delaware corporation, who, being duly sworn, did depose and say that she/he is the fresident and leasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation and that she/he acknowledged said instrument to be the free act and deed of said corporation. Notary Public
(PLACE STAMP AND SEAL ABOVE)
H. Maria Aller Notary Public - State of New York No. 01AL6119651 Qualified in Queens County Commission Expires 12/6/20 / 6

JPMORGAN CHASE BANK, N.A.

By: Name:

Thomas G. Williams

Title: Date:

Authorized Officer

[Signature Page to Patent Security Agreement (ABL)]

ACKNOWLEDGMENT OF LENDER

STATE OF NEW YORK	
) ss	
COUNTY OF NEW YORK	
is betsoughly known to me to be to be the be	i, before me personally came \(\sum_\begin{align*} \forall \gamma_\text{VIVAS} & \overline{\text{V}} & \text{VIVAS} \\ \text{vector} \end{align*} \) who reson whose name is signed on the preceding or attached med it voluntarily for its stated purpose as \(\sum_\text{VVCC+\delta}\) \(\text{OFF}_{\text{CE}}\).
	Dbet Ostep
ROBERT ORTEGA Notary Public, State of New York Registration #010R6244600 Qualified in New York County Commission Expires July 11, 2015	Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patent Registrations and Applications

Registrations:	
None	
Applications:	
APPLICATION NUMBER	DESCRIPTION
14/044,765	Method and Apparatus for Managing Access to Electronic Content
	U.S. Patent Exclusive Licenses
None.	

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RECORDED: 06/06/2014