# 504632544 11/08/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4679262

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
LITÉRA CORPORATION	10/06/2017

### **RECEIVING PARTY DATA**

Name:	SARATOGA INSVESTMENT CORP. SBIC LP, AS AGENT
Street Address:	535 MADISON AVENUE, 4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

#### **PROPERTY NUMBERS Total: 37**

Property Type	Number
Patent Number:	8019769
Patent Number:	8219566
Patent Number:	8478995
Patent Number:	9348802
Patent Number:	9497172
Patent Number:	7818660
Patent Number:	7818678
Patent Number:	7895276
Patent Number:	8060575
Patent Number:	8136031
Patent Number:	8381104
Patent Number:	8471781
Patent Number:	8527864
Patent Number:	8732181
Patent Number:	8977697
Patent Number:	9047258
Patent Number:	9105007
Patent Number:	9118613
Patent Number:	9356991
Patent Number:	9569450

PATENT REEL: 044396 FRAME: 0217

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Property Type	Number
Patent Number:	8381092
Patent Number:	9756002
Application Number:	14843839
Application Number:	13920135
Application Number:	14856285
Application Number:	14612280
Application Number:	15167213
Application Number:	13799573
Application Number:	14834313
Application Number:	14697889
Application Number:	12350144
Application Number:	13924694
Application Number:	12413486
Application Number:	14248514
Application Number:	14724184
Application Number:	14754375
Application Number:	14608585

#### **CORRESPONDENCE DATA**

**Fax Number:** (919)286-8199

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:** 9192868000

Email: PTO TMconfirmation@mvalaw.com, amberwest@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1:3015 CARRINGTON MILL BLVD., SUITE 400Address Line 4:MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036806.041
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/08/2017

#### **Total Attachments: 13**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of this 6th day of October, 2017, by LITÉRA CORPORATION, a Delaware corporation (successor by merger to Litéra Corporation, a New Jersey corporation, successor by merger to Litéra Merger Sub, Inc., a Delaware corporation) (the "<u>Grantor</u>"), in favor of **SARATOGA INVESTMENT CORP. SBIC LP**, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of July 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, most recently by that certain Third Amendment and Joinder to Second Lien Loan and Security Agreement dated as of the date hereof, the "Credit Agreement"), among LEGAL HOLDING COMPANY, LLC (f/k/a Microsystems Holding Company, LLC), a Delaware limited liability company ("Holdings"), FREEDOM SOLUTIONS GROUP, L.L.C. (d/b/a Microsystems Company, L.L.C.), an Illinois limited liability company ("Microsystems"), SACKETT ACQUISITION CORP., INC., a Delaware corporation ("Sackett"), Grantor, LITÉRA CONSULTING, INC., (d/b/a Broadcast1Source and d/b/a Cable1Source), a Delaware corporation (successor by merger to Litéra Consulting, Inc., a New Jersey corporation) ("Litéra Consulting", and together with Microsystems, Sackett and Litéra, collectively, the "Borrowers" and each individually, a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Saratoga Investment Corp. SBIC LP, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT AND REAFFIRMATION OF SECURITY INTEREST</u>. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):
  - (a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;
  - (b) all of Grantor's patents and patent applications (collectively, "<u>Patents</u>"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on <u>Schedule 1</u> hereto;

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- (c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;
  - (d) all reissues, continuations or extensions of the foregoing; and
- (e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>REPRESENTATIONS, WARRANTIES AND AGREEMENTS</u>. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: <u>Schedule 1</u> hereto accurately lists all registered IP Collateral as of the date hereof.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on <u>Schedule 1</u>.
- 7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 8. <u>COUNTERPARTS</u>. This 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. <u>CONSTRUCTION</u>. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Other 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 Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (and cash collateralization of Asserted Indemnification Claims in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

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

LIFÉRA CORRORATION

Name'

Title

[Intellectual Property Security Agreement]

## SCHEDULE 1

#### TO

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

#### Copyrights and Copyright Applications I.

GRANTOR	TITLE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
Litéra	Change-Pro suite	TX0006545400	June 1, 2007	Registered
Corporation	software.			

#### Patents and Patent Applications II.

GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
Litéra Corporation	System and method for determining valid citation patterns in electronic documents.	12/016,391 8,019,769 United States	January 18, 2008 September 13, 2011	Registered
Litéra Corporation	Continuation of the '769 Patent.	13/440,842 8,219,566 United States	August 30, 2011 July 10, 2012	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	11/134,951 8,478,995 United States	May 23, 2005 July 2, 2013	Registered
Litéra Corporation	System and method for synchronizing bi- directional document management	13/423,805 9,348,802 United States	March 19, 2012 May 24, 2016	Registered
Litéra Corporation	Continuation of the '995 Patent.	13/927,354 9,497,172 United States	June 26, 2013 November 15, 2016	Registered
Litéra Corporation	System and method for synchronizing bi- directional document management	14/843,839 N/A United States	September 2, 2015 N/A	Pending
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a	N/A 2,569,761 Canada	August 13, 2013 N/A	Registered

[Intellectual Property Security Agreement]

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GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
	network			<del> </del>
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 2005332289 Australia	March 5, 2011 N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 2005 80022256,1 China	April 18, 2005 N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 1751911 Denmark	[] N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 1751911 France	[] N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 1095452 Hong Kong	[] N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 179466 Israel	November 30, 2011 N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a network	N/A 1751911 Switzerland	[] N/A	Registered
Litéra Corporation	Method of encrypting and transferring data between a sender and a receiver using a	N/A 265215 India	[] N/A	Registered

GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
Litéra Corporation (assigned from Litéra Technologies)	network  Method of compound document recognition	11/444,140 7,818,660 United States	May 30, 2006 October 19, 2010	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Collaborative document development and review system	10/285,910 7,818,678 United States	October 31, 2002 October 19, 2010	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Method of managing metadata in attachments to emails in a network environment	11/699,750 7,895,276 United States	January 29, 2007 February 22, 2011	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Continuation of functionality in '276 patent	13/018,509 8,060,575 United States	February 1, 2011 November 15, 2011	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Comparing the content of tables containing merged or split cells	12/406,093 8,136,031 United States	March 17, 2009 March 13, 2012	Registered
LITÈRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for providing context recognition	12/862,308 8,381,104 United States	August 24, 2010 February 19, 2013	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	System and method for the auto-detection and presentation of pre-set configuration for multiple monitor layout	12/406,090 8,471, 781 United States	March 17, 2009 June 25, 2013	Registered
LITÉRA CORPORATION (assigned from	Continuation of '660 patent	12/861,000 8,527,864 United States	August 23, 2010 September 3, 2013	Registered

GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
Litéra Technologies) LITÉRA	Systems and methods	13/022,075	February 7, 2011	Registered
CORPORATION (assigned from Litéra Technologies)	for the comparison of annotations within files	8,732,181 United States	May 20, 2014	
LITÉRA CORPORATION (assigned from Litéra Technologies)	Methods and systems for removing metadata from an electronic document attached to a message sent from a mobile electronic device	13/683,676 8,977,697 United States	November 21, 2012 March 10, 2015	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for the comparison of selected text	13/223,861 9,047,258 United States	September 1, 2011 June 2, 2015	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Collaborative hierarchical document development and review system	12/766,321 9,105,007 United States	April 23, 2010 August 11, 2015	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for creating and displaying an electronic communication digest	13/654,615 9,118,613 United States	October 18, 2012 August 25, 2015	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for a bidirectional multi-function communication module	12/909,419 9,356,991 United States	October 21, 2010 May 31, 2016	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for the comparison of annotations within files	14/682,373 9,569,450 United States	April 9, 2015 February 14, 2017	Registered

GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
LITÉRA CORPORATION (assigned from Litéra Technologies)	Comparing the content between corresponding cells of two tables separate from form and structure	13/400/848 8,381,092 United States	February 21, 2012 February 19, 2013	Registered
LITÉRA CORPORATION (assigned from Litéra Technologies)	Email attachment management	14/221,448 9,756,002 United States	March 21, 2014 September 5, 2017	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Multiple document collaboration and management	13/920,135 N/A United States	June 18, 2013 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for detecting, reporting and cleaning metadata from inbound attachments	14/856,285 N/A United States	September 16, 2015 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for managing document repositories	14/612,280 N/A United States	February 2, 2015 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Bi-directional multifunction communication module	15/167,213 N/A United States	May 27, 2016 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for providing dynamic and interactive viewing and control of applications	13,799,573 N/A United States	March 13, 2013 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Systems and methods for creating and displaying an electronic communication digest	14/834,313 N/A United States	August 24, 2015 N/A	Pending

GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
LITÉRA CORPORATION (assigned from Litéra Technologies)	Continuation of '258 patent	14/697,889 N/A United States	April 28, 2015 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	System and method for comparing digital data in spreadsheets or database tables	12/350,144 N/A United States	January 7, 2009 N/A	Pending
LITÈRA CORPORATION (assigned from Litéra Technologies)	Detection and presentation of pre-set configurations for multiple monitor layout display	13/924,694 N/A United States	June 24, 2013 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	System and method for reflowing content in a structured portable document format file	12/413,486 N/A United States	March 27, 2009 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Continuation of *450 patent	14/248,514 N/A United States	April 9, 2014 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Collaborative document development and review system	14/724,184 N/A United States	May 28, 2015 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra Technologies)	Continuation of '007 patent	14/754,375 N/A United States	June 29, 2015 N/A	Pending
LITÉRA CORPORATION (assigned from Litéra	Methods and systems for remotely removing metadata from electronic documents	14/608,585 N/A	January 29, 2015	Pending

GRANTOR	INVENTION TITLE	APPL. NO. PATENT NO. JURISDICTION	FILING DATE ISSUE DATE	STATUS
Technologies) LITÉRA CORPORATION (assigned from Litéra Technologies)	Continuation of *002 patent	N/A N/A United States	September 2, 2017	Pending

# III. <u>Trademarks and Trademark Applications</u>

GRANTOR	MARK	SERIAL REGISTRATION JURISDICSTION	FILING REGISTRATION	STATUS
Litéra Corporation	MACROSUITE	75/398,357 2,330,373 United States	December 1, 1997 March 14, 2000	Registered
Litéra Corporation	LITÉRA	78/100,418 2,751,390 United States	December 31, 2001 August 12, 2003	Registered
Litéra Corporation	CHANGE-PRO	78/251,780 2,988,909 United States	May 19, 2003 August 30, 2005	Registered
Litéra Corporation	METADACT	77/098,454 3,715,689 United States	February 2, 2007 November 24, 2009	Registered
Litéra Corporation	BROADCAST1SOURCE	77/658,599 3,780,057 United States	January 28, 2009 April 27, 2010	Registered
Litéra Corporation	DOCUMENT CONTENT LIFECYCLE MANAGEMENT	77/901,123 3,927,095 United States	December 27, 2009 March 1, 2011	Registered
Litéra Corporation	DOCUMENT LIFECYCLE MANAGEMENT	77/901,126 3,927,096 United States	December 27, 2009 March 1, 2011	Registered
Litéra Corporation	DOCUMENT LIFECYCLE INTELLIGENCE	77/901,124 3,968,455 United States	December 27, 2009 May 31, 2011	Registered

[Intellectual Property Security Agreement]

GRANTOR	MARK	SERIAL REGISTRATION JURISDICSTION	FILING REGISTRATION	STATUS
Litéra Corporation	LITÉRA IDS	85/227,622 4,055,373 United States	January 27, 2011 November 15, 2011	Registered
Litéra Corporation	CONTENT CONFIDENCE	85/511,721 4,194,331 United States	January 9, 2012 August 21, 2012	Registered
Litéra Corporation	CITATIONWARE	85/606,468 4,260,906 United States	April 24, 2012 December 18, 2012	Registered
Litéra Corporation	LITÉRA GALAXY	85/615,393 4,332,878 United States	May 3, 2012 May 7, 2013	Registered
Litéra Corporation	LITÉRA SECURE FILE TRANSFER	85/790,374 4,379,250 United States	November 29, 2012 August 6, 2013	Registered
Litéra Corporation	LITÉRA SECURE WEB CONTENT	85/793,750 4,383,363 United States	December 4, 2012 August 13, 2013	Registered
Litéra Corporation	AXXITRIALS	86/217,227 4,628,210 United States	March 11, 2014 October 28, 2014	Registered
Litéra Corporation	LITÉRA SYNC	86/006,172 4,766,786 United States	July 10, 2013 July 7, 2015	Registered
Litéra Corporation	LITÉRA EKTA	86/729,965 4,955,201 United States	August 19, 2015 May 10, 2016	Registered
Litéra Corporation	LITÉRA APPS LAUNCHER	86/733,047 4,955,409 United States	August 21, 2015 May 10, 2016	Registered
Litéra Corporation	LITÉRA LEXPRO	86/730,011 5,087,834 United States	August 19, 2015 November 22, 2016	Registered

GRANTOR	MARK	SERIAL REGISTRATION JURISDICSTION	FILING REGISTRATION	STATUS
Litéra Corporation	CABLE1SOURCE	87/254,893 5255019 United States	December 2, 2016 August 1, 2017	Registered
Litéra Corporation	DCLM	77/901,125 3960443 United States	December 27, 2009 May 17, 2011	Registered
Litéra Corporation	SEQUENTIA	77/947,164 3936588 United States	March 1, 2010 March 29, 2011	Registered

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