# 505547844 06/27/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5594641

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST			
CONVEYING PARTY	DATA				
		Name	Execution Date		
HCP-FVE LLC			06/26/2019		
			÷		
RECEIVING PARTY	DATA				
Name:		GE SYSTEMS LTD.			
Street Address:	MIXER H	OUSE			
Internal Address:	ROKACH	BLVD 101			
City:	TEL AVIV				
State/Country:	ISRAEL				
Postal Code:	6153101				
Name:	T.I.S. AME	ERICA, INC.			
Street Address:	5208 TEN	INYSON PARKWAY			
Internal Address:	SUITE 10	SUITE 100			
City:	PLANO	PLANO			
State/Country:	TEXAS	TEXAS			
Postal Code:	75024				
Name:	TIS AMEF	RICAS, INC.			
Street Address:	5208 TEN	INYSON PARKWAY			
Internal Address:	SUITE 10	0			
City:	PLANO				
State/Country:	TEXAS				
Postal Code:	75024				
Name:		GE SYSTEMS UK LIMITED			
Street Address:	400 THAN	IES VALLEY PARK DRIVE			
Internal Address:	READING	à			
City:	BERKSHI	BERKSHIRE, RG6 1PT			
State/Country:		UNITED KINGDOM			
Name:		GE SYSTEMS UK (2007) UK LTD.			
Street Address:	400 THAN	IES VALLEY PARK DRIVE			
Internal Address:	READING	à			
City:	BERKSHI	RE, RG6 1PT			
State/Country:		UNITED KINGDOM			

Name:	TOP IMAGE SYSTEMS DEUTSCHLAND GMBH	
Street Address:	IM MEDIAPARK 8	
City:	60570 KOLN	
State/Country:	GERMANY	
Name:	TOP IMAGE SYSTEMS JAPAN LTD.	
Street Address:	ICHIBANCHO COURT 5F, 15-21	
Internal Address:	ICHIBANCHO	
City:	CHIYODA-KU, TOKYO	
State/Country:	JAPAN	
Postal Code:	102-0082	
Name:	TOP IMAGE SYSTEMS (ASIA PACIFIC) PTE LTD.	
Street Address:	7 TEMASEK BOULEVARD	
Internal Address:	#07-03	
City:	SUNTEC TOWER ONE	
State/Country:	SINGAPORE	
Postal Code:	038987	
Name:	TOP IMAGE SYSTEMS (SINGAPORE) PTE LTD.	
Street Address:	7 TEMASEK BOULEVARD	
Internal Address:	#07-03	
City:	SUNTEC TOWER ONE	
State/Country:	SINGAPORE	
Postal Code:	038987	
Name:	ASIASOFT SHANGHAI CO.	
Street Address:	MIXER HOUSE	
Internal Address:	ROKACH BLVD 101	
City:	TEL AVIV	
State/Country:	ISRAEL	
Postal Code:	6153101	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	
Patent Number:	8817339	
Patent Number:	9378418	
Application Number:	14372491	
Application Number:	14778635	

## CORRESPONDENCE DATA

Fax Number:

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.

PATENT

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		105070 010100		
ATTORNEY DOCKET NUMBER		125076.012100		
NAME OF SUBMITTER:	BETHANY A. STOKES			
SIGNATURE:	/Bethany A. Stokes/			
DATE SIGNED:		06/27/2019		
Total Attachments: 4				
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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Termination and Release of Security Interest in Intellectual Property, (this "<u>Release</u> <u>Agreement</u>"), dated as of June 26, 2019, is made by HCP-FVE LLC, a Delaware limited liability company ("Agent") in favor of TOP IMAGE SYSTEMS LTD., a company limited by shares incorporated under the laws of the State of Israel, T.I.S. AMERICA, INC., a Delaware corporation, TIS AMERICAS, INC., a Delaware corporation, TOP IMAGE SYSTEMS UK LIMITED, an entity organized under the laws of the United Kingdom, TOP IMAGE SYSTEMS (2007) UK LTD, an entity organized under the laws of the United Kingdom, Top Image Systems DEUTSCHLAND GmbH, an entity organized under the laws of Germany, TOP IMAGE SYSTEMS (ASIA PACIFIC) PTE LTD., an entity organized under the laws of Singapore, and TOP IMAGE SYSTEMS (SINGAPORE) PTE LTD., an entity organized under the laws of Singapore, and ASIASOFT SHANGHAI CO (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, Grantors and Agent entered into that certain Grant of Security Interest in Intellectual Property, dated as of January 18, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Interest in Intellectual Property Agreement"), whereby Grantors granted to Agent a security interest in all of Grantor's right, title and interest in and to the Patent Collateral, Trademark Collateral and Copyright Collateral (as such terms are defined in the Security Interest in Intellectual Property) including the patents, patent applications, trademarks and trademark applications listed on Schedule A attached hereto; and

WHEREAS, the Security Interest in Intellectual Property Agreement was recorded with regards to Trademark Collateral with the United States Patent and Trademark Office on January 28, 2019 at Reel 6540, Frame 0528;

WHEREAS, the Security Interest in Intellectual Property Agreement was recorded with regards to Patent Collateral with the United States Patent and Trademark Office on January 28, 2019 at Reel 048158, Frame 0492;

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Patent Collateral, Trademark Collateral and Copyright Collateral, as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. <u>Release and Assignment</u>. The Agent hereby discharges, terminates and releases its security interest in all of the Patent Collateral, Trademark Collateral and Copyright Collateral (including those patents, patent applications, trademarks and trademark applications listed on Schedule A hereto), and the Agent hereby assigns and transfers to the Grantors, without recourse, all of the Agent's right, title and interest in and to each of the Patent Collateral, Trademark Collateral and Copyright Collateral, and the related patents and patent applications,

ACTIVE 43280436v2

PATENT REEL: 049612 FRAME: 0589 trademark registrations and trademark applications and associated goodwill, effective as of the date set forth above. The Agent authorizes the recording officer in the United States Patent and Trademark Office to cancel these security agreements of record.

2. <u>Further Assurances</u>. Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors' sole cost and expense.

IN WITNESS WHEREOF, the Agent has executed this Termination and Release of Patent and Trademark Security Agreement as of the date written above.

HCP-FVE, LLC, as Collateral Agent

By: Hale Capital Partners, LP

By: \_\_\_\_\_\_ Name: Jordan Jasser Title: Chief Financial Officer

#### SCHEDULE A

## Patent Registrations and Applications<sup>1</sup>

<u>Grantor</u> (Owner)	Patent Title	Filing Date	Application No.	Registration Date	Registration No.
Top Image Systems Ltd.	HANDHELD DEVICE DOCUMENT IMAGING	January 20, 2013	US Patent Application No. 13/745,806	August 26, 2014	US Patent No. 8,817,339
Top Image Systems Ltd.	METHODS AND SYSTEM FOR	November 13, 2013	Application No. 14/078,637	June 28, 2016	9378418
	CLASSIFYING, PROCESSING, AND/OR GENERATING AUTOMATIC RESPONSES TO MAIL ITEMS		EP2741455	April 7, 2015	German Utility Model No. 20 2013 012 040
Top Image Systems Ltd.	PORTABLE DEVICE FOR FINANCIAL DOCUMENT TRANSACTION S	March 12, 2013	CA 2,899,862 EP 13760670.3 JP 2014-561584 US 14/372,491 WO IL2013/050225		Israel Patent No. 234482
Top Image Systems Ltd.		12/03/2013	PCT/IL2013/050225 JP Patent Application No.: 2014-561584		
Top Image Systems Ltd.	DOCUMENT INFORMATION RETRIEVAL FOR AUGMENTED REALITY DISPLAY	June 2, 2014	US Patent Application No. 14/778,635 PCT/IL 2014/050498		

<sup>1</sup> Include chart if agreement is a Grant of Security Interest in Patents.

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# **Copyrights**<sup>2</sup>

<u>Grantor (Owner)</u>	<u>Copyright Title</u>	Registration No.	

### **Trademark Registrations and Applications<sup>3</sup>**

<u>Grantor</u> (Owner)	Trademark	Filing Date	<u>Application</u> <u>No.</u>	Registration Date	<u>Registration</u> <u>No.</u>
Top Image Systems Ltd.	EFLOW	11/2/18	88179423		
Top Image Systems Ltd.	TOP IMAGE SYSTEMS	11/2/18	88179377		
Top Image Systems Ltd.	TIS	11/2/18	88179409		

<sup>2</sup> Include chart if agreement is a Grant of Security Interest in Copyrights.

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## PATENT REEL: 049612 FRAME: 0592

RECORDED: 06/27/2019

<sup>&</sup>lt;sup>3</sup>These trademarks have expired but Top Image Systems Ltd. has filed applications with the USPTO to reinstate the trademarks.