## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5799342

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DOXLY, INC.	10/31/2019
WORKSHARE TECHNOLOGY, INC.	10/31/2019

### **RECEIVING PARTY DATA**

Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	399 PARK AVENUE, 38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

#### **PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	8473847
Patent Number:	10025759
Patent Number:	8635295
Patent Number:	8286171
Patent Number:	8555080
Patent Number:	9473512
Patent Number:	9614813
Patent Number:	8406456
Patent Number:	9092636
Patent Number:	8670600
Patent Number:	8620020
Patent Number:	7496841
Patent Number:	9959417
Application Number:	15922677
Application Number:	13306798
Application Number:	15437569
Application Number:	15886376
Application Number:	16007320

PATENT REEL: 050901 FRAME: 0272

505752529

#### **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.

**Phone:** 212-819-2655

**Email:** iprecordations@whitecase.com

Correspondent Name: PETER GIOVINE/WHITE & CASE LLP
Address Line 1: 1221 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1150177-0009-BC15
NAME OF SUBMITTER:	PETER GIOVINE
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	10/31/2019

#### **Total Attachments: 7**

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#### PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 31, 2019 (this "Patent Security Agreement"), is made by each of the entities identified on the signature pages hereto as (each, a "Pledgor" and collectively, the "Pledgors") in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of May 31, 2019 (as amended by the First Amendment to Credit Agreement, dated as of August 15, 2019, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Litera Bidco LLC, a Delaware limited liability company ("Holdings"), the other guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders and Owl Rock Capital Corporation, as Administrative Agent.

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

WHEREAS, the Borrower, Holdings, the Pledgors and certain other guarantors are party to that certain Security Agreement, dated as of May 31, 2019 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, but in each case excluding any Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications registered with USPTO listed on <u>Schedule 1</u> attached hereto; and
  - (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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.

In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED 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.

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

### PLEDGORS:

DOXLY, INC.

By:

Name: Ed Tomczuk

Title: Chief Financial Officer, Treasurer and Secretary

WORKSHARE TECHNOLOGY, INC.

By:

Name: Ed Tomczuk

Title: Chief Financial Officer

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION, as Collateral Agent

By:

is Maged

Title: Authorized Signatory

# SCHEDULE 1

## <u>UNITED STATES PATENTS AND PATENT APPLICATIONS</u>

# **United States Patents**:

OWNER	TITLE	REGISTRATION NUMBER
Workshare Technology, Inc.	Methods and Systems for Comparing Presentation Slide Decks	U.S. 12/844,818 U.S. 8,473,847 (B2)
Workshare Technology, Inc.	Methods and Systems for Monitoring Documents Exchanged Over Email Applications	U.S. 13/306,765 U.S. 10,025,759 (B2)
Workshare Technology, Inc.	Methods And Systems For Monitoring Documents Exchanged Over Email Applications	U.S. 13/306,782 U.S. 8,635,295 (B2)
Workshare Technology, Inc.	Methods And Systems To Fingerprint Textual Information Using Word Runs	U.S. 12/177,043 U.S. 8,286,171 (B2)
Workshare Technology, Inc.	Methods And Systems For Protect Agents Using Distributed Lightweight Fingerprints	U.S. 12/209,082 U.S 8,555,080 (B2)
Workshare Technology, Inc.	Method and systems to implement fingerprint lookups across remote agents	U.S. 12/209,096 U.S. 9,473,512 (B2)
Workshare Technology, Inc.	Methods and Systems to Implement Fingerprint Lookups Across Remote Agents	U.S. 15/234,596 U.S. 9,614,813 (B2)
Workshare Technology, Inc.	Methods and systems for image fingerprinting	U.S. 12/275,185 U.S. 8,406,456 (B2)
Workshare Technology, Inc.	Methods And Systems For Exact Data Match Filtering	U.S. 12/621,429 U.S. 9,092,636 (B2)
Workshare Technology, Inc.	Methods And	U.S. 13/659,793

	Systems For Image Finger printing	U.S. 8,670,600 (B2)
Workshare Technology, Inc.	Methods And Systems For Preventing Unauthorized Disclosure Of Secure Information Using Image Fingerprinting	U.S. 13/659,817 U.S. 8,620,020 (B2)
Workshare Technology, Inc.	Method and System for Document Collaboration	U.S. 10/023,010 U.S. 7,496,841 (B2)
Workshare Technology, Inc.	Methods and Systems for Preventing Transmission of Sensitive Date from a Remote Computer Device	U.S. 14/745,656 U.S. 9,959,417 (B2)

# <u>United States Patent Applications</u>:

Doxly, Inc.	SYSTEM AND METHOD FOR MANAGING VIRTUAL SIGNATURES AND ELECTRONIC DOCUMENTS	U.S. 15/922,677 U.S. 2018/0270070 (A1)
Workshare Technology, Inc.	System and Method for Presenting Comparisons of Electronic Documents	U.S. 13/306,798 US 2012/0136862 (A1)
Workshare Technology, Inc.	Methods and Systems to Implement Fingerprint Lookups Across Remote Agents	U.S. 15/437,569 US 2017/0200019 (A1)
Workshare Technology, Inc.	Methods and Systems for Preventing Transmission of Sensitive Date from a Remote Computer Device	U.S. 15/886,376 U.S. 2018/0196953 (A1)
Workshare Technology, Inc.	METHODS AND SYSTEMS FOR MONITORING DOCUMENTS EXCHANGED OVER EMAIL	U.S. 16/007,320 US 2018/0300544 (A1)

APPLICATIONS	

**RECORDED: 10/31/2019**