

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAPSILON CORPORATION	11/01/2019
RECEIVING PARTY DATA		
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT	
Street Address:	225 WEST WASHINGTON STREET, 9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7747495
	Patent Number:	8176004
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR	
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ATTORNEY DOCKET NUMBER:	038507-0766	
NAME OF SUBMITTER:	KRISTIN J AZCONA	
SIGNATURE:	/KJA/	
DATE SIGNED:	11/03/2019	
Total Attachments: 5		
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SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated November 1, 2019, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC (“*Cortland*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EM EAGLE PURCHASER, LLC, a Delaware limited liability company (“*Holdings*”), EM EAGLE MERGER SUB, INC., a Delaware corporation (“*Merger Sub*”), immediately prior to the consummation of the Merger, as Borrower, Ellie Mae, Inc., a Delaware corporation (“*Ellie Mae*”), upon and after the consummation of the Merger, as Borrower, each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Cortland, as administrative agent and Collateral Agent, entered into that certain Senior Secured Second Lien Credit Agreement, dated as of April 17, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of April 17, 2019 made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement, dated as of April 17, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”)

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Additional Collateral*”), whether now existing or hereafter arising or acquired from time to time:

The Patents and patent applications set forth in Schedule A hereto;

IP Security Agreement Supplement

(i) all reissues, divisionals, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing renewals, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(ii) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of Secured all Obligations of the Grantor.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CAPSILON CORPORATION,
a Delaware corporation

By: 

Name: Jonathan H. Corr

Title: President

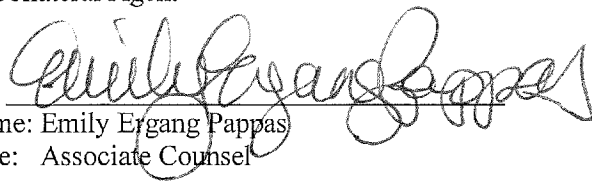
[Signature Page to Second Lien Patent Security Agreement Supplement]

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: _____

Name: Emily Ergang Pappas

Title: Associate Counsel

A handwritten signature in dark ink, appearing to read "Emily Ergang Pappas", written over a horizontal line.

Schedule A

Patents

Title	Jurisdiction	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	Grantor
Business method using the automated processing of paper and unstructured electronic documents	U.S.	11/552,495 10/24/2006	20070118391	7747495 6/29/2010	Capsilon Corporation
Systems and methods for intelligent paperless document management	U.S.	11/952,050 12/6/2007	20080147790	8176004 5/8/2012	Capsilon Corporation